



Yolanda De Ramus
Acting County Librarian

County of Los Angeles Public Library ■ www.colapublib.org
7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 01, 2015

31 December 1, 2015

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


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**AWARD CUSTODIAL SERVICES CONTRACTS FOR
THE COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES FOR AREA 1, AREA 3, AREA 4, AREA 5,
AREA 6, AREA 8, AND LIBRARY HEADQUARTERS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Public Library is recommending that the Board of Supervisors (Board) approve the proposed contracts with PRIDE Industries One, Inc., (Contractor) to provide custodial services at the library facilities in the Public Library's Custodial Services Area 1, Custodial Services Area 3, Custodial Services Area 4, and Custodial Services Area 8, and with Lincoln Training Center (Contractor) to provide custodial services at the library facilities in the Public Library's Custodial Services Area 5, Custodial Services Area 6, and the Public Library's Headquarters (LHQ) as a result of a Request for Proposal (RFP) released on July 27, 2015.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that custodial services for the Public Library's Custodial Services Areas 1, 3, 4, 5, 6, 8, and LHQ can be performed more economically by an independent contractor than by County employees.
2. Approve and instruct the Mayor to sign four proposed contracts with PRIDE Industries One, Inc., to provide custodial services at the library facilities in Custodial Services Area 1, in Custodial Services Area 3, in Custodial Services Area 4; and in Custodial Services Area 8, each for a period of four years, with a one-year renewal option, and month-to-month extensions not to exceed a total of six months, at an annual contract sum not to exceed \$471,600.89 for Area 1, \$446,416.21 for Area 3, \$372,350.75 for Area 4, and \$466,413.68 for Area 8. The contract sum of \$471,600.89 for Area 1 is comprised of the contractor's annual fee of \$428,728.08 and an annual estimate for unanticipated

work of \$42,872.81; the contract sum of \$446,416.21 for Area 3 is comprised of the contractor's annual fee of \$405,832.92 and an annual estimate for unanticipated work of \$40,583.29; the contract sum of \$372,350.75 for Area 4 is comprised of the contractor's annual fee of \$338,500.68 and an annual estimate for unanticipated work of \$33,850.07; and the contract sum of \$466,413.68 for Area 8 is comprised of the contractor's annual fee of \$424,012.44 and an annual estimate for unanticipated work of \$42,401.24; The contracts will become effective upon your Board's approval.

3. Approve and instruct the Mayor to sign three proposed contracts with Lincoln Training Center, to provide custodial services at the library facilities in Custodial Services Area 5, in Custodial Services Area 6; and the Public Library's Headquarters, each for a period of four years, with a one-year renewal option, and month-to-month extensions not to exceed a total of six months, at an annual contract sum not to exceed \$497,873.64 for Area 5, \$517,799.57 for Area 6, and \$101,589.18 for LHQ. The contract sum of \$497,873.64 for Area 5 is comprised of the contractor's annual fee of \$452,612.40 and an annual estimate for unanticipated work of \$45,261.24; the contract sum of \$517,799.57 for Area 6 is comprised of the contractor's annual fee of \$470,726.88 and an annual estimate for unanticipated work of \$47,072.69; and the contract sum of \$101,589.18 for LHQ is comprised of the contractor's annual fee of \$92,353.80 and an annual estimate for unanticipated work of \$9,235.38; The contracts will become effective upon your Board's approval.

4. Approve and delegate authority to the County Librarian, or designee, to approve unanticipated work within the scope of the contracts.

5. Approve and delegate authority to the County Librarian, or designee, to execute amendments to increase or decrease the number or size of facilities or the days of service covered by the contracts over the contract term, and to adjust the Contractor's annual fee included in the annual contract sum due to such increases or decreases, not to exceed ten percent (10%) of the annual contract sum originally approved by the Board.

6. Approve and delegate authority to the County Librarian, or designee, to execute amendments to modify the annual estimate for unanticipated work included in the annual contract sum, not to exceed ten percent (10%) of the Contractor's annual fee, based on future approved changes to the Contractor's annual fee.

7. Approve and delegate authority to the County Librarian, or designee, to execute amendments to exercise the renewal one-year option and month-to-month extensions not to exceed six months under the terms of the contracts.

8. Approve and delegate authority to the County Librarian, or designee, to execute amendments to modify the terms of the Statement of Work that do not materially alter the Contracts, and/or add/change certain terms and conditions in the Contracts, as may be required by the Board or Chief Executive Office and to adjust the Contractor's annual fee included in the annual contract sum due to such changes, if any.

9. Approve and delegate authority to the County Librarian, or designee, to execute substantially similar contracts to the next highest ranked proposer identified in the RFP process, at an amount not to exceed the annual contractor's fee submitted by the next highest ranked proposer in response to the RFP plus ten percent (10%) for the annual estimate for unanticipated work, to ensure the continuity of custodial services in Areas 1, 3, 4, 5, 6, 8, and LHQ in the event of early contract termination with the recommended Contractors, provided County Counsel approval is obtained prior to execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Custodial services are essential to the Public Library's operation. Approval of the recommended actions will allow the Public Library to continue to provide custodial services for the library facilities in Custodial Services Area 1, in Custodial Services Area 3, in Custodial Services Area 4, in Custodial Services Area 5, in Custodial Services Area 6, in Custodial Services Area 8, and at LHQ as detailed in Attachment A.

The award of a contract for custodial services to PRIDE Industries One, Inc. and Lincoln Training Center is part of a continuing effort by the Public Library to provide the best possible service at the lowest responsible cost. The recommended actions are submitted based upon a finding that the provision of custodial services for the affected County facilities can be performed more economically by an independent contractor.

The current agreements for Area 8 with PRIDE Industries One, Inc. and LHQ with Lincoln Training Center will expire on May 31, 2016. The library facilities within Areas 1, 3, 4, 5, 6 were previously serviced under contracts with Diamond Contract Services. These contracts were terminated for default in June 2014 and added to the existing contracts with PRIDE Industries One, Inc. and Lincoln Training Center for a period of eighteen (18) months which will expire on December 12, 2015. The new contracts will become effective upon your Board's approval.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan Goals in the area of Operational Effectiveness/Fiscal Sustainability (Goal 1).

FISCAL IMPACT/FINANCING

The annual contract sum of \$471,600.89 for Area 1 will allow the payment of the Contractor's annual fee of \$428,728.08, and the annual estimate for unanticipated work of \$42,872.81. The annual contract sum of \$446,416.21 for Area 3 will allow the payment of the Contractor's annual fee of \$405,832.92, and the annual estimate for unanticipated work of \$40,583.29. The annual contract sum of \$372,350.75 for Area 4 will allow the payment of the Contractor's annual fee of \$338,500.68, and the annual estimate for unanticipated work of \$33,850.07. The annual contract sum of \$497,873.64 for Area 5 will allow the payment of the Contractor's annual fee of \$452,612.40, and the annual estimate for unanticipated work of \$45,261.24. The annual contract sum of \$517,799.57 for Area 6 will allow the payment of the Contractor's annual fee of \$470,726.88, and the annual estimate for unanticipated work of \$47,072.69. The annual contract sum of \$466,413.68 for Area 8 will allow the payment of the Contractor's annual fee of \$424,012.44, and the annual estimate for unanticipated work of \$42,401.24. The annual contract sum of \$101,589.18 for LHQ will allow the payment of the Contractor's annual fee of \$92,353.80, and the annual estimate for unanticipated work of \$9,235.38.

Funding for the Public Library's annual contract sum is included in the Public Library's Fiscal Year 2015-16 Operating Budget. Actual usage of this contract for unanticipated work will be based on actual need. If no such need arises, the contract amount and funding for unanticipated work will not be used or expended.

The recommended contractor's annual cost of \$428,728.08 for Area 1 represents a cost savings of \$183,377.00 (30%), the contractor's annual cost of \$405,832.92 for Area 3 represents a cost savings of \$172,112.00 (30%), the contractor's annual cost of \$338,500.68 for Area 4 represents a cost savings of \$155,770.00 (32%), the contractor's annual cost of \$452,612.40 for Area 5 represents a cost savings of \$152,475 (25%), the contractor's annual cost of \$470,726.88 for Area 6 represents a cost savings of \$151,404 (24%), and the contractor's annual cost of \$424,012.44 for Area 8 represents a cost savings of \$156,840.00 (27%), contractor's annual cost of \$92,353.80 for LHQ represents a cost savings of \$40,490 (30%); over the estimated County cost (including start-up costs) to perform similar services for the first year. The cost analysis in Attachments B-1, B-2, B-3, B-4, B-5, B-6, and B-7 were calculated based on the Revised Proposition A Contract Cost Format developed by the County Auditor-Controller's guidelines. The proposed contracts do not include any cost-of-living increases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Representatives of SEIU Local 721 were notified but did not require a meeting with the Public Library regarding the proposed contracts. Advanced copies of the Request for Proposals, the proposed contracts and the Board Letter have been provided to SEIU Local 721.

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code, proposals were solicited for the provision of custodial services in the Public Library's Custodial Services Area 1, Area 3, Area 4, Area 5, Area 6, Area 8 and LHQ. All requirements of County Code Section 2.121.380 have been met and there is no conflict of interest.

The proposed contracts are exempt from the Living Wage requirements because PRIDE Industries One, Inc. and Lincoln Training Center are non-profit corporations qualified under Section 501(c)(3) of the Internal Revenue Code. However, each company has been provided information on the Living Wage requirements and understands that should its exemption status change, at any time during the term of the contract, requirements of the Living Wage Program will automatically be applicable.

The proposed contracts contain a provision, (which the recommended contractor agrees), that requires the contractors to give first consideration for any employment openings to qualified permanent County employees who are targeted for layoffs or on the County's re-employment list during the life of each contract. The recommended contractors further agrees to comply with all County standard terms and conditions, including indemnification and insurance requirements, Child Support Compliance Program, Defaulted Property Tax Reduction Program, Jury Service Program, and the Safely Surrendered Baby Law. The Contractor is in compliance with all Board, CEO, and Counsel's requirements. Additionally, the Contracts contain performance standards, including liquidated damages for substandard and/or non-performance. The attached Contracts (Attachment F) with PRIDE Industries One, Inc. and Lincoln Training Center have been reviewed and approved as to form by Counsel.

On final analysis and consideration of the awards, the recommended contractors were selected without regard to gender, race, color, creed, or national origin.

The recommended Contracts with PRIDE Industries One, Inc. and Lincoln Training Center shall commence upon the Board's approval for a four year term, with one (1) one-year and six (6) month-to-month extensions at the option of the Public Library in accordance with the Term of the Contract, for a maximum term of five (5) years and six (6) months.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

CONTRACTING PROCESS

On July 27, 2015, the Public Library solicited proposals from vendors through the County's Purchasing and Contracting Web portal and from vendors listed in the County's Department of Consumer and Business Affairs Community Business Enterprise (CBE) Database (Attachment C) for seven Custodial Services Contracts. Advertisements were also placed in the Los Angeles Times, Eastern Group, and Sentinel Times.

On August 6, 2015, the mandatory proposers' conference was held to provide prospective contractors with an overview of the solicitation documents and process. Contractors were informed of the County's Living Wage Program and Contractor Responsibility and Debarment provisions.

On August 27, 2015, the Public Library received a total of, four (4) proposals for Area 1, four (4) proposals for Area 3, four (4) proposals for Area 4, six (6) proposals for Area 5, five (5) proposals for Area 6, five (5) proposals for Area 8, and five (5) proposals for LHQ. Four Proposers, Xanadu Services Systems, Ultimate Maintenance Services, Inc., Commercial Cleaning Systems, and Uniserve Facilities Services, were disqualified for being non-responsive. One proposal, from PRIDE Industries One, Inc., for Areas 1, 3, 4, 5, 6, 8, and LHQ; one proposal from Lincoln Training Center, for Areas 5, 6, 8, and LHQ; and one proposal from Triangle Services, Inc., for Areas 1, 3, 4, 5, 6 and 8 were evaluated in September 2015 utilizing the informed averaging scoring method and rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; living wage compliance and cost. All related evaluation materials and scoring documents were retained. The Public Library also reviewed available resources to assess the recommended contractors' past performance, and history of labor law violations. The State Labor Commissioner's Office reports no findings of labor/wage violation. The CBE information summary for the recommended contractors is in Attachment D.

The recommended contractors, PRIDE Industries One, Inc. and Lincoln Training Center, both met all of the minimum RFP requirements and their Proposals were complete and detailed. The Proposals clearly demonstrated that both Proposers have a good understanding of the scope of work to be performed, the complexity of the Public Library's service requirements and have verifiable experience providing Custodial Services as required by the Public Library.

For Areas 5, 6, and 8, PRIDE Industries One, Inc. received the Transitional Job Opportunity Program Preference of eight percent (8%) and for LHQ, Lincoln Training Center received the Transitional Job Opportunity Program Preference of eight percent (8%). This resulted in an equal maximum Cost Proposal score for Areas 5, 6 and LHQ.

Since 2009, the Public Library has endured the corporate failure of three Custodial Contractors, resulting in the termination of nine (9) Custodial Contracts. The Public Library was able to continue services by transferring the affected libraries to other existing Custodial Contracts. Though the Proposals submitted by PRIDE Industries One, Inc., were the highest ranked of the Proposals evaluated for each Area (1, 3, 4, 5, 6, 8, and LHQ), the Public Library is exercising its option, under

the Sub-section 8.1 of the RFP, to recommend a Proposal other than the Proposal receiving the highest number of points if the County determines, in its sole discretion, another Proposal is the most-overall qualified, cost-effective, responsive, responsible and in the best interests of the County. Therefore, in the best interest of the County, the Public Library is electing to diversify the award and is recommending awarding Contracts for Custodial Services Area 5, Area 6 and LHQ to Lincoln Training Center, who ranked second for those areas and who's proposed costs were the lowest for Areas 5 and 6, and within \$200 of the lowest for LHQ.

The Public Library determined, through the solicitation process, that services for Custodial at LHQ and in Areas 1, 3, 4, 5, 6, and 8 can be performed more economically by an independent contractor, and recommends awarding four contracts to PRIDE Industries One, Inc. (Areas 1, 3, 4, and 8) and three contracts to Lincoln Training Center (Areas 5, 6, and LHQ). The Proposition A Contracts – Employee Wages & Benefits forms summarizing and comparing the contractor's wages and benefits to those of the County, are attached (Attachments E-1 and E-2).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed contracts will assure the continuation of custodial services in Areas 1, 3, 4, 5, 6, 8, and at LHQ facilities with minimal interruption.

CONCLUSION

Please return to the Public Library two fully conformed copies of each of the contracts with original signatures.

If there are any questions or there is a need for additional information, please contact me at (562) 940-8412.

Respectfully submitted,



YOLANDA DE RAMUS

Acting County Librarian

YDR:AT:EM:GG:lci

Enclosures

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

**AWARD CUSTODIAL SERVICES CONTRACTS
FOR THE COUNTY OF LOS ANGELES PUBLIC LIBRARY'S
AREAS 1, 3, 4, 5, 6, 8, AND LIBRARY HEADQUARTERS (LHQ)**

ATTACHMENT A

COUNTY OF LOS ANGELES PUBLIC LIBRARY

**Custodial Services – Areas 1, 3, 4, 5, 6, 8, and Library Headquarters
by Supervisorial District**

First District (Including Custodial Area)

Anthony Quinn Library (6)
Baldwin Park Library (8)
Bell Library (4)
Bell Gardens Library (4)
Chet Holifield (6)
City Terrace Library (6)
Claremont (8)
East Los Angeles (6)
El Camino Real Library (6)
El Monte Library (6)
Hollydale Library (5)
Huntington Park Library (4)
La Puente Library (8)
Leland R. Weaver Library (5)
Maywood Cesar Chavez Library (4)
Montebello Library (6)
Norwood Library (6)
Rosemead Library (6)
South El Monte Library (6)
Sunkist Library (8)
Walnut Library (8)
West Covina Library (8)

Second District (Including Custodial Area)

Carson Library (3)
Compton Library (3)
Dr. Martin Luther King Jr. Library (3)
East Rancho Dominguez Library (3)
Florence Library (4)
Gardena Mayme Dear Library (3)
Graham Library (4)
Hawthorne Library (4)
Holly Park IT Service Center (4)
Lawndale Library (3)
Lennox Library (4)
Lennox Constituent Service Center (4)
Lynwood Library (5)
Masao W. Satow Library (3)
View Park Library (4)
Willowbrook Library (3)
Wiseburn Library (4)
Woodcrest Library (4)

Third District (Including Custodial Area)

Agoura Hills Library (1)
Malibu Library (1)
Topanga Library (1)

Fourth District (Including Custodial Area)

Alondra Library (5)
Angelo M. Iacoboni Library (5)
Artesia Library (5)
Avalon Library (4)
Clifton M. Brakensiek Library (5)
George Nye Jr. Library (5)
Hacienda Heights Library (8)
Hawaiian Gardens Library (5)
Hermosa Beach Library (3)
La Mirada Library (5)
Lloyd Taber-Marina Del Rey Library (4)
Lomita Library (3)
Los Nietos Library (5)
Manhattan Beach Library (3)
Norwalk Library (5)
Paramount Library (5)
Rowland Heights Library (8)
Sorensen Library (5)
South Whittier Library (5)
Public Library Headquarters (LHQ)

Fifth District (Including Custodial Area)

Acton-Agua Dulce Library (1)
Castaic Library (1)
Charter Oak Library (8)
Duarte Library (8)
La Cañada Flintridge Library (6)
La Crescenta Library (6)
La Verne Library (8)
Lake Los Angeles Library (1)
Lancaster Library (1)
Littlerock Library (1)
Live Oak Library (6)
Quartz Hill Library (1)
San Dimas Library (8)
San Gabriel Library (6)
Stevenson Ranch Library (1)
Temple City Library (6)
North Regional Office (1)

**AWARD CUSTODIAL SERVICES CONTRACTS
FOR THE COUNTY OF LOS ANGELES PUBLIC LIBRARY'S
AREAS 1, 3, 4, 5, 6, 8, AND LIBRARY HEADQUARTERS (LHQ)**

ATTACHMENT B

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

County Cost

Direct

Salaries

Position	Monthly Salary (1)	No. of Positions (2)	Top Step Variance	No. of Months	Total
Custodian Supervisor	\$3,297.00	1.18	0.954700	12	44,613
Custodians	\$2,695.18	8.88	0.954700	12	274,214
Floor Care Specialist	\$2,984.09	1.98	0.954700	12	67,635
		12.04			
Sub-Total Salaries					386,462
Employee Benefits	47.58%				<u>183,879</u>
					\$ 570,341

Services & Supplies

Description	Monthly Cost	No. of Months	Total
Supplies & Materials (6) (cleaning Supplies & paper goods)	499.47	12	5,994
Uniform (3)	5.55	12	67
Mileage (7)			<u>21,400</u>
Total Services & Supplies			\$ 27,460

Description	Monthly Cost	No. of Months	Total
Equipment - Ongoing (4)	391.52	12	4,698
Equipment - One-Time Start Up (5)			<u>9,606</u>
Total Equipment			\$ 14,305

Indirect

Avoidable Overhead 0

Total Estimated Avoidable Costs	\$ 612,105
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Contracting Costs

Direct

Contract Cost \$ 428,728

Indirect Cost

Contract Monitoring 0

Total Contract Costs	\$ 428,728
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Estimated Savings from Contracting	\$ 183,377
(Avoidable Costs Less Contract Costs)	30%

CUSTODIAL SERVICES-Area 1
COUNTY VS. CONTRACTOR COSTS
Contractor - Pride Industries One, Inc.
By Category

Costs by Category		County	Contractor	Difference
STAFFING:				
	Custodian Supervisor	1.18	1.00	0.18
	Custodian	8.88	8.00	0.88
	Floor Care Technician	1.98	2.00	(0.02)
TOTAL STAFFING		12.04	11.00	1.04
S & EB				
	Salaries	\$386,462	\$263,178	\$123,284
	Employee Benefits	183,879	78,964	104,915
TOTAL S & EB		\$570,341	\$342,142	\$228,198
SERVICES AND SUPPLIES				
	Supplies & Material	\$5,994	\$18,772	(\$12,778)
	Uniforms	67	685	(619)
	Services	0	1,246	(1,246)
	Telephone/Utilities	0	4,985	(4,985)
	Mileage	21,400		21,400
TOTAL SERVICES AND SUPPLIES		\$27,460	\$25,688	\$1,772
EQUIPMENT				
	Equipment - ongoing	\$4,698	\$4,698	\$0
	Equipment - one time startup	9,606	0	9,606
TOTAL EQUIPMENT		\$14,305	\$4,698	\$9,606
TOTAL SERVICES/SUPPLIES/EQUIPMENT		\$41,765	\$30,387	\$11,378
Vehicle Operation				0
General Liability/Auto Insurance		0		0
General Accounting/Bookkeeping		0		0
Management Overhead		0	32,102	(32,102)
OVERHEAD & PROFIT		0	24,097	(24,097)
TOTAL COUNTY VS. CONTRACT COSTS		612,105	428,728	183,377

**PUBLIC LIBRARY
CUSTODIAL SERVICES
AREA 1
CONTRACTOR'S PROPOSED COSTS BY CATEGORY
PRIDE INDUSTRIES ONE INC.**

Salaries				
Position	Full Time Equivalent (1)	Hourly Rate/monthly Rate		Total (2)
Custodian Supervisor	1.00	\$16.00		\$33,280
Custodians	8.00	11.84		185,164
Floor Care Technician	2.00	12.84		44,734
		Total Salaries:		263,178
Employee Benefits (3)	12.00	6,580.34		78,964
Total Salaries and Employee Benefits				\$342,142
Equipment	# of Months	Cost/Month		Total
Vehicle	12			
Office equipment	12	392		\$4,698
		Total Equipment		\$4,698
Services and Supplies				
Supplies	12	1,564		\$18,772
Services	12	104		1,246
Telephone/Utilities	12	415		4,985
Uniform	12	57		685
		Total S & S		\$25,688
Total Equipment/Services and Supplies				\$30,387
Vehicle Operation	12			
General Liability/Auto Insurance	12			
Management Overhead	12	2,675		\$32,102
Overhead/Profit (4)	12	2,008		24,097
CONTRACTING COSTS				\$428,728

Notes:

- (1) Full-time equivalent calculated by adding the number of hours each position will spend at each library divided by the contractor's annual budget hours of 2,088. (Supervisor 2,079.96, Custodian 15,639.12, and Floor Care Technician 3,483.96 annual hours)
- (2) Total salaries calculated by adding the number of hours each position will spend at each library multiplied by the contractor's proposed hourly rate.
- (3) Employee benefit equals vacation, payroll taxes, workers compensation, and medical insurance.
- (4) The overhead/profit is calculated by adding the contractor's proposed management overhead plus profit.

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

- (1) Annual salaries have been calculated according to salary schedule effective on 4/1/2015.
- (2) County staffing pattern was developed from the composite of the contract bidder's staffing required to accomplish work for Area 1. Based on the contractor's annual working hours of 2088 vs. the county's annual working hours of 1761.
 (information provided by Contract Section)
- (3) Short sleeve shirt + Pants =Total cost (including Taxes)
 $\$12.90 + \$17.65 = \$ 30.55$
 $\$30.55 \times 2$ (uniform per employee) = \$61.10
 $\$61.10 \times 9\% = \$ 5.50$
 $\$61.10 + \$5.50 = \$ 66.60$
- (4) The monthly ongoing equipment cost of \$391.52 per vendor's quote.
 (information provided by Contract Section)
- (5) Equipment Start Up Costs include items required for 11 Libraries.
 Cost based on agreement vendor's quote (within the last 2 weeks), include shipping cost and 9 % tax. (information provided by Contract Section)

Mop Bucket with Ringer	\$67.23 X 11	\$739.53
Utility Cart	\$249.47 X 11	\$2,744.17
Carpet Vacuum Cleaner	\$161.36 X 11	\$1,774.96
Wet and Dry Vacuum	\$340.52 X 11	\$3,745.72
High Speed Floor Machine	\$571.17 X 11	\$6,282.87
Shampo Machine	\$2976.74 X 11	<u>\$32,744.14</u>

Total \$48,031.39

Cost spread over five-years \$48,031/5 \$9,606.28

- (6) The Public Library used contractor's proposed costs for supplies and materials as an estimate in the county's calculation. (information provided by Contract Section)
- (7) Total Mileage Breakdown

Supervisor	159 miles X 3 days per week	478.50
	478.5 miles X \$0.54 per mile	\$258.39
	258.39 X 52 weeks per year	\$13,436.28
Custodian	62 miles X 4.57 days per week	283.34
	283.34 miles X 0.54 per mile	\$153.00
	153 X 52 weeks per year	\$7,963.49
Total Mileage		\$21,399.77

County of Los Angeles Public Library
 County's Estimated Avoidable Costs Compared To The Contractor's Costs
 Custodial Services - Area 3

County Cost
Direct

Salaries

Position	Monthly Salary (1)	No. of Positions (2)	Top Step Variance	No. of Months	Total
Custodian Supervisor	\$3,297.00	1.18	0.954700	12	44,528
Custodians	\$2,695.18	8.03	0.954700	12	247,999
Floor Care Specialist	\$2,984.09	2.36	0.954700	12	80,837
		11.58			
Sub-Total Salaries					373,365
Employee Benefits	47.58%				<u>177,647</u>
					\$ 551,011

Services & Supplies

Description	Monthly Cost	No. of Months	Total
Supplies & Materials (6) (cleaning Supplies & paper goods)	499.47	12	5,994
Uniform (3)	5.55	12	67
Mileage (7)			<u>8,746</u>
Total Services & Supplies			\$ 14,806

Description	Monthly Cost	No. of Months	Total
Equipment - Ongoing (4)	210.05	12	2,521
Equipment - One-Time Start Up (5)			<u>9,606</u>
Total Equipment			\$ 12,127

Indirect

Avoidable Overhead 0

Total Estimated Avoidable Costs	\$ 577,945
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Contracting Costs

Direct

Contract Cost \$ 405,833

Indirect Cost

Contract Monitoring 0

Total Contract Costs	\$ 405,833
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Estimated Savings from Contracting	\$ 172,112
(Avoidable Costs Less Contract Costs)	30%

CUSTODIAL SERVICES-Area 3
COUNTY VS. CONTRACTOR COSTS
Contractor - Pride Industries One, Inc.
By Category

Costs by Category		County	Contractor	Difference
STAFFING:				
	Custodian Supervisor	1.18	1.00	0.18
	Custodian	8.03	11.00	(2.97)
	Floor Care Technician	2.36	2.00	0.36
TOTAL STAFFING		11.58	14.00	(2.42)
S & EB				
	Salaries	\$373,365	\$254,157	\$119,207
	Employee Benefits	177,647	67,386	110,261
TOTAL S & EB		\$551,011	\$321,543	\$229,468
SERVICES AND SUPPLIES				
	Supplies & Material	\$5,994	\$17,396	(\$11,402)
	Uniforms	67	578	(511)
	Services	0	1,155	(1,155)
	Telephone/Utilities	0	4,622	(4,622)
	Vehicles		3,436	(3,436)
	Mileage	8,746		8,746
TOTAL SERVICES AND SUPPLIES		\$14,806	\$27,187	(\$12,381)
EQUIPMENT				
	Equipment - ongoing	\$2,521	\$2,520	\$1
	Equipment - one time startup	9,606	0	9,606
TOTAL EQUIPMENT		\$12,127	\$2,520	\$9,607
TOTAL SERVICES/SUPPLIES/EQUIPMENT		\$26,933	\$29,707	(\$2,774)
	Vehicle Operation		5199	(\$5,199)
	General Liability/Auto Insurance	0		0
	General Accounting/Bookkeeping	0		0
	Management Overhead	0	28,208	(28,208)
OVERHEAD & PROFIT		0	21,175	(21,175)
TOTAL COUNTY VS. CONTRACT COSTS		577,945	405,833	172,112

**PUBLIC LIBRARY
CUSTODIAL SERVICES
AREA 3
CONTRACTOR'S PROPOSED COSTS BY CATEGORY
PRIDE INDUSTRIES ONE, INC.**

Salaries				
Position	Full Time Equivalent (1)	Hourly Rate/monthly Rate	Total (2)	
Custodian Supervisor	1.00	\$16.00		\$33,280
Custodians	11.00	11.84		\$167,464
Floor Care Technician	2.00	12.84		\$53,414
		Total Salaries:		\$254,157
Employee Benefits (3)	12.00	5,615.51		\$67,386
Total Salaries and Employee Benefits				\$321,543
Equipment	# of Months	Cost/Month	Total	
Vehicle	12	286		\$3,436
Office equipment	12	210		\$2,521
		Total Equipment		\$5,956
Services and Supplies				
Supplies	12	1,450		\$17,396
Services	12	96		\$1,155
Telephone/Utilities	12	385		\$4,622
Uniform	12	48		\$578
		Total S & S		\$23,751
Total Equipment/Services and Supplies				\$29,707
Vehicle Operation	12	433		\$5,199
General Liability/Auto Insurance	12			0
Management Overhead	12	2,351		\$28,208
Overhead/Profit (4)	12	1,765		\$21,175
CONTRACTING COSTS				\$405,833

Notes:

- (1) Full-time equivalent calculated by adding the number of hours each position will spend at each library divided by the contractor's annual budget hours of 2,088.(Supervisor- 2,076,Custodian 14,144.04, and Floor Care Technician 4,164 annual hours)
- (2) Total salaries calculated by adding the number of hours each position will spend at each library multiplied by the contractor's proposed hourly rate.
- (3) Employee benefit equals vacation, payroll taxes, workers compensation, and medical insurance.
- (4) The overhead/profit is calculated by adding the contractor's proposed management overhead plus profit.

County of Los Angeles Public Library
 County's Estimated Avoidable Costs Compared
 Custodial Services - Area 3
 Notes to the Contract Analysis

- (1) Annual salaries have been calculated according to salary schedule effective on 4/1/2015.
- (2) County staffing pattern was developed from the composite of the contract bidder's staffing required to accomplish work for Area 3. Based on the contractor's annual working hours of 2088 vs. the county's annual working hours of 1761.
 (information provided by Contract Section)
- (3) Short sleeve shirt + Pants =Total cost (including Taxes)
 $\$12.90 + \$17.65 = \$ 30.55$
 $\$30.55 \times 2$ (uniform per employee) = \$61.10
 $\$61.10 \times 9\% = \$ 5.50$
 $\$61.10 + \$5.50 = \$ 66.60$
- (4) The monthly ongoing equipment cost of \$210.05 per vendor's quote.
 (information provided by Contract Section)
- (5) Equipment Start Up Costs include items required for 11 Libraries.
 Cost based on agreement vendor's quote (within the last 2 weeks), include shipping cost and 9 % tax. (information provided by Contract Section)

Mop Bucket with Ringer	\$67.23 X 11	\$739.53
Utility Cart	\$249.47 X 11	\$2,744.17
Carpet Vacuum Cleaner	\$161.36 X 11	\$1,774.96
Wet and Dry Vacuum	\$340.52 X 11	\$3,745.72
High Speed Floor Machine	\$571.17 X 11	\$6,282.87
Shampo Machine	\$2976.74 X 11	<u>\$32,744.14</u>
Total		<u>\$48,031.39</u>
Cost spread over five-years	\$48,031/5	<u>\$9,606.28</u>

- (6) The Public Library used contractor's proposed costs for supplies and materials as an estimate in the county's calculation. (information provided by Contract Section)
- (7) Total Mileage Breakdown

Supervisor	28.9 miles X 2.5 days per week	7.25
	72.25 miles X 0.54 per mile	\$39.02
	39.02 X 52 weeks per year	\$2,028.78
Custodian	34.5 miles X 7 days per week	241.50
	241.5 miles X 0.54 per mile	\$130.41
	130.41 X 52 weeks per year	\$6,717.47
Total Mileage		\$8,746.25

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

County Cost
Direct

Salaries

Position	Monthly Salary (1)	No. of Positions (2)	Top Step Variance	No. of Months	Total
Custodian Supervisor	\$3,297.00	1.18	0.954700	12	44,613
Custodians	\$2,695.18	6.15	0.954700	12	189,872
Floor Care Specialist	\$2,984.09	2.36	0.954700	12	80,758
		9.69			
Sub-Total Salaries					315,244
Employee Benefits	47.58%				<u>149,993</u>
					\$ 465,236

Services & Supplies

	Monthly Cost	No. of Months	Total
Supplies & Materials (6) (cleaning Supplies & paper goods)	499.47	12	5,994
Uniform (3)	5.55	12	67
Mileage (7)			<u>7,607</u>
Total Services & Supplies			\$ 13,667

Description	Monthly Cost	No. of Months	Total
Equipment - Ongoing (4)	188.96	12	2,268
Equipment - One-Time Start Up (5)			<u>13,099</u>
Total Equipment			\$ 15,367

Indirect

Avoidable Overhead 0

Total Estimated Avoidable Costs	\$ 494,270
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Contracting Costs

Direct

Contract Cost \$ 338,501

Indirect Cost

Contract Monitoring 0

Total Contract Costs	\$ 338,501
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Estimated Savings from Contracting	\$ 155,770
(Avoidable Costs Less Contract Costs)	32%

CUSTODIAL SERVICES-Area 4
COUNTY VS. CONTRACTOR COSTS
Contractor - Pride Industries One, Inc.
By Category

Costs by Category		County	Contractor	Difference
STAFFING:				
	Custodian Supervisor	1.18	1.00	0.18
	Custodian	6.15	8.00	(1.85)
	Floor Care Technician	2.36	2.00	0.36
TOTAL STAFFING		9.69	11.00	(1.31)
S & EB				
	Salaries	\$315,244	\$214,908	\$100,335
	Employee Benefits	149,993	48,382	101,610
TOTAL S & EB		\$465,236	\$263,291	\$201,946
SERVICES AND SUPPLIES				
	Supplies & Material	\$5,994	\$13,774	(\$7,780)
	Uniforms	67	416	(349)
	Services	0	909	(909)
	Telephone/Utilities	0	4,158	(4,158)
	Vehicles		6,181	(6,181)
	Mileage	7,607		7,607
TOTAL SERVICES AND SUPPLIES		\$13,667	\$25,438	(\$11,771)
EQUIPMENT				
	Equipment - ongoing	\$2,268	\$2,268	\$0
	Equipment - one time startup	13,099	0	13,099
TOTAL EQUIPMENT		\$15,367	\$2,268	\$13,099
TOTAL SERVICES/SUPPLIES/EQUIPMENT		\$29,034	\$27,706	\$1,329
	Vehicle Operation		\$10,393	(\$10,393)
	General Liability/Auto Insurance	0		0
	General Accounting/Bookkeeping	0		0
	Management Overhead	0	21,198	(21,198)
OVERHEAD & PROFIT		0	15,913	(15,913)
TOTAL COUNTY VS. CONTRACT COSTS		494,270	338,501	155,770

**PUBLIC LIBRARY
CUSTODIAL SERVICES
AREA 4
CONTRACTOR'S PROPOSED COSTS BY CATEGORY
PRIDE INDUSTRIES ONE, INC.**

Salaries				
Position	Full Time Equivalent (1)	Hourly Rate/monthly Rate		Total (2)
Custodian Supervisor	1.00	\$16.00		\$ 33,280
Custodians	8.00	11.84		128,214
Floor Care Technician	2.00	12.84		53,414
		Total Salaries:		214,908
Employee Benefits	12.00	4,031.87	(3)	48,382
Total Salaries and Employee Benefits				\$ 263,291
Equipment				
	# of Months	Cost/Month		Total
Vehicle	12	515		\$ 6,181
Office equipment	12	189		2,268
		Total Equipment		8,449
Services and Supplies				
Supplies	12	1,148		13,774
Services	12	76		909
Telephone/Utilities	12	346		4,158
Uniform	12	35		416
		Total S & S		
Total Equipment/Services and Supplies				\$ 27,706
Vehicle Operation	12	866		\$ 10,393
General Liability/Auto Insurance	12			0
Management Overhead	12	1,767		21,198
Overhead/Profit (4)	12	1,326		15,913
CONTRACTING COSTS				\$ 338,501

Notes:

- (1) Full-time equivalent calculated by adding the number of hours each position will spend at each library divided by the contractor's annual budget hours of 2,088.(Supervisor 2,079.96, Custodian 10,828.92, and Floor Care Technician 4,159.92 annual hours)
- (2) Total salaries calculated by adding the number of hours each position will spend at each library multiplied by the contractor's proposed hourly rate.
- (3) Employee benefit equals vacation, payroll taxes, workers compensation, and medical insurance.
- (4) The overhead/profit is calculated by adding the contractor's proposed management overhead plus profit.

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

- (1) Annual salaries have been calculated according to salary schedule effective on 4/1/2015.
- (2) County staffing pattern was developed from the composite of the contract bidder's staffing required to accomplish work for Area 4. Based on the contractor's annual working hours of 2088 vs. the county's annual working hours of 1761.
 (information provided by Contract Section)
- (3) Short sleeve shirt + Pants =Total cost (including Taxes)
 $\$12.90 + \$17.65 = \$ 30.55$
 $\$30.55 \times 2$ (uniform per employee) = \$61.10
 $\$61.10 \times 9\% = \$ 5.50$
 $\$61.10 + \$5.50 = \$ 66.60$
- (4) The monthly ongoing equipment cost of \$188.96 per vendor's quote.
 (information provided by Contract Section)
- (5) Equipment Start Up Costs include items required for 15 Libraries.
 Cost based on agreement vendor's quote (within the last 2 weeks), include shipping cost and 9 % tax. (information provided by Contract Section)

Mop Bucket with Ringer	\$67.23 X 15	\$ 1,008.45
Utility Cart	\$249.47 X 15	\$ 3,742.05
Carpet Vacuum Cleaner	\$161.36 X 15	\$ 2,420.40
Wet and Dry Vacuum	\$340.52 X 15	\$ 5,107.80
High Speed Floor Machine	\$571.17 X 15	\$ 8,567.55
Shampo Machine	\$2976.74 X 15	<u>\$ 44,651.10</u>
Total		<u>\$ 65,497.35</u>
Cost spread over five-year life	\$65,497.35/5	<u>\$ 13,099.47</u>

- (6) The Public Library used contractor's proposed costs for supplies and materials as an estimate in the county's calculation. (information provided by Contract Section)
- (7) Total Mileage Breakdown

Supervisor	19.70 miles X 3 days per week	59.10
	59.1 miles X \$0.54 per mile	\$ 31.91
	31.91 X 52 weeks per year	\$ 1,659.53
Custodian	35.3 miles X 4.57 days per week	211.80
	211.8 miles X \$0.54 per mile	\$ 114.37
	114.37 X 52 weeks per year	\$ 5,947.34
Total Mileage		\$ 7,606.87

County of Los Angeles Public Library
County's Estimated Avoidable Costs Compared To The Contractor's Costs
Custodial Services - Area 5

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

Position	Monthly Salary (1)	No. of Positions (2)	Top Step Variance	No. of Months	Total
Custodian Supervisor	\$3,297.00	1.18	0.954700	12	44,477
Custodians	\$2,695.18	8.69	0.954700	12	268,448
Floor Care Specialist	\$2,984.09	1.77	0.954700	12	60,453
		11.64			
Sub-Total Salaries					373,378
Employee Benefits	47.58%				<u>177,653</u>
					\$ 551,032

Services & Supplies

	Monthly Cost	No. of Months	Total
Supplies & Materials (6) (cleaning Supplies & paper goods)	499.47	12	5,994
Uniform (3)	5.55	12	67
Mileage (7)			<u>10,042</u>
Total Services & Supplies			\$ 16,102

Description	Monthly Cost	No. of Months	Total
Equipment - Ongoing (4)	2071.11	12	24,853
Equipment - One-Time Start Up (5)			<u>13,099</u>
Total Equipment			\$ 37,953

Indirect

Avoidable Overhead 0

Total Estimated Avoidable Costs	\$ 605,087
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Contracting Costs**Direct**

Contract Cost \$ 452,612

Indirect Cost

Contract Monitoring 0

Total Contract Costs	\$ 452,612
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Estimated Savings from Contracting	\$ 152,475
(Avoidable Costs Less Contract Costs)	25%

CUSTODIAL SERVICES-Area 5
COUNTY VS. CONTRACTOR COSTS
Contractor - Lincoln Training Center
By Category

Costs by Category	County	Contractor	Difference
STAFFING:			
Custodian Supervisor	1.18	1.00	0.18
Custodian	8.69	10.00	(1.31)
Floor Care Technician	1.77	4.00	(2.23)
TOTAL STAFFING	11.64	15.00	(3.36)
S & EB			
Salaries	\$ 373,378	\$ 253,873	\$ 119,506
Employee Benefits	177,653	123,718	53,935
TOTAL S & EB	\$ 551,032	\$ 377,591	\$ 173,441
SERVICES AND SUPPLIES			
Supplies & Material	\$ 5,994	\$ 45,066	\$ (39,073)
Uniforms	67		67
Services	0		0
Telephone/Utilities	0		0
Vehicles		3,232	(3,232)
Mileage	10,042		10,042
TOTAL SERVICES AND SUPPLIES	\$ 16,102	\$ 48,299	\$ (32,196)
EQUIPMENT			
Equipment - ongoing	\$ 24,853	\$ 24,853	\$ -
Equipment - one time startup	13,099	0	13,099
TOTAL EQUIPMENT	\$ 37,953	\$ 24,853	\$ 13,099
TOTAL SERVICES/SUPPLIES/EQUIPMENT	\$ 54,055	\$ 73,152	\$ (19,097)
Vehicle Operation			\$0
General Liability/Auto Insurance	0		0
General Accounting/Bookkeeping	0		0
Management Overhead	0		0
OVERHEAD & PROFIT	0	1,870	(1,870)
TOTAL COUNTY VS. CONTRACT COSTS	605,087	452,612	152,475

**PUBLIC LIBRARY
CUSTODIAL SERVICES
AREA 5
CONTRACTOR'S PROPOSED COSTS BY CATEGORY
LINCOLN TRAINING CENTER**

Salaries				
Position	Full Time Equivalent (1)	Hourly Rate/monthly Rate	Total (2)	
Custodian Supervisor	1.00	\$ 15.45	\$ 31,870	
Custodians	9.00	12.30	187,467	
Floor Care Technician	2.00	11.00	34,536	
		Total Salaries:	253,873	
Employee Benefits (3)	12.00	10,309.86	123,718	
Total Salaries and Employee Benefits			\$ 377,591	
Equipment				
	# of Months	Cost/Month	Total	
Vehicle	12	269	\$ 3,232	
Office equipment	12	2,071	24,853	
		Total Equipment	28,086	
Services and Supplies				
Supplies	12	3,756	45,066	
Services	12		-	
Telephone/Utilities	12		-	
Uniform	12		-	
		Total S & S		
Total Equipment/Services and Supplies			\$ 73,152	
Vehicle Operation	12		-	
General Liability/Auto Insurance	12		-	
Management Overhead	12		-	
Overhead/Profit (4)	12	156	1,870	
CONTRACTING COSTS			\$ 452,612	

Notes:

(1) Full-time equivalent calculated by adding the number of hours each position will spend at each library divided by the contractor's annual budget hours of 2088.(Supervisor 2,073.60, Custodians 15,310.32, and Floor Care Technician 3,114.00 annual hours)

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

(3) Employee benefit equals vacation, payroll taxes, workers compensation, and medical insurance.

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

County of Los Angeles Public Library
County's Estimated Avoidable Costs Compared
Custodial Services - Area 5
Notes to the Contract Analysis

- (1) Annual salaries have been calculated according to salary schedule effective on 4/1/2015.
- (2) County staffing pattern was developed from the composite of the contract bidder's staffing required to accomplish work for Area 5. Based on the contractor's annual working hours of 2088 vs. the county's annual working hours of 1761.
(information provided by Contract Section)
- (3) Short sleeve shirt + Pants =Total cost (including Taxes)
 $\$12.90 + \$17.65 = \$ 30.55$
 $\$30.55 \times 2$ (uniform per employee) = \$61.10
 $\$61.10 \times 9\% = \$ 5.50$
 $\$61.10 + \$5.50 = \$ 66.60$
- (4) The monthly ongoing equipment cost of \$2,071.11 per vendor's quote.
(information provided by Contract Section)
- (5) Equipment Start Up Costs include items required for 15 Libraries.
Cost based on agreement vendor's quote (within the last 2 weeks), include shipping cost and 9 % tax. (information provided by Contract Section)

Mop Bucket with Ringer	\$67.23 X 15	\$ 1,008.45
Utility Cart	\$249.47 X 15	\$ 3,742.05
Carpet Vacuum Cleaner	\$161.36 X 15	\$ 2,420.40
Wet and Dry Vacuum	\$340.52 X 15	\$ 5,107.80
High Speed Floor Machine	\$571.17 X 15	\$ 8,567.55
Shampo Machine	\$2976.74 X 15	\$ 44,651.10
		<u>\$ 65,497.35</u>
		<u>\$ 65,497.35</u>
Cost spread over five-years	\$ 65497.35/5	<u>\$ 13,099.47</u>

- (6) The Public Library used contractor's proposed costs for supplies and materials as an estimate in the county's calculation. (information provided by Contract Section)
- (7) Total Mileage Breakdown

Supervisor	33.81 miles X 3 days per week	101.43
	101.43 miles X 0.54 cents per mile	\$ 54.77
	173.5 X 52 weeks per year	\$ 2,848.15
Custodian	55.80 miles X 4.55 days per week	253.89
	253.89 miles X 0.54 cents per mile	\$ 137.10
	137.10 X 52 weeks per year	\$ 7,194.10
	Total Mileage	\$ 10,042.25

County of Los Angeles Public Library
County's Estimated Avoidable Costs Compared To The Contractor's Costs
Custodial Services - Area 6

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

Position	Monthly Salary (1)	No. of Positions (2)	Top Step Variance	No. of Months	Total
Custodian Supervisor	\$3,297.00	1.17	0.954700	12	44,245
Custodians	\$2,695.18	9.57	0.954700	12	295,412
Floor Care Specialist	\$2,984.09	1.77	0.954700	12	60,453
		12.51			
Sub-Total Salaries					400,110
Employee Benefits	47.58%				<u>190,372</u>
					\$ 590,483

Services & Supplies

	Monthly Cost	No. of Months	Total
Supplies & Materials (6) (cleaning Supplies & paper goods)	499.47	12	5,994
Uniform (3)	5.55	12	67
Mileage (7)			<u>7,989</u>
Total Services & Supplies			\$ 14,049

Description	Monthly Cost	No. of Months	Total
Equipment - Ongoing (4)	375	12	4,500
Equipment - One-Time Start Up (5)			<u>13,099</u>
Total Equipment			\$ 17,599

Indirect

Avoidable Overhead 0

Total Estimated Avoidable Costs	\$ 622,131
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Contracting Costs**Direct**

Contract Cost \$ 470,727

Indirect Cost

Contract Monitoring 0

Total Contract Costs	\$ 470,727
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Estimated Savings from Contracting	\$ 151,404
(Avoidable Costs Less Contract Costs)	24%

CUSTODIAL SERVICES-Area 6
COUNTY VS. CONTRACTOR COSTS
Contractor - Lincoln Training Center
By Category

Costs by Category	County	Contractor	Difference
STAFFING:			
Custodian Supervisor	1.17	1.00	0.17
Custodian	9.57	11.00	(1.43)
Floor Care Technician	1.77	3.00	(1.23)
TOTAL STAFFING	12.51	15.00	(2.49)
S & EB			
Salaries	\$ 400,110	\$ 273,522	\$ 126,588
Employee Benefits /Tax Insur.	190,372	131,989	58,383
TOTAL S & EB	\$ 590,483	\$ 405,511	\$ 184,972
SERVICES AND SUPPLIES			
Supplies & Material	\$ 5,994	\$ 58,016	\$ (52,022)
Uniforms	67		67
Services	0		0
Telephone/Utilities	0		0
Vehicle		2,700	(2,700)
Mileage	7,989		7,989
TOTAL SERVICES AND SUPPLIES	\$ 14,049	\$ 60,716	\$ (46,667)
EQUIPMENT			
Equipment - ongoing	\$ 4,500	\$ 4,500	\$ -
Equipment - one time startup	13,099	0	13,099
TOTAL EQUIPMENT	\$ 17,599	\$ 4,500	\$ 13,099
TOTAL SERVICES/SUPPLIES/EQUIPMENT	\$ 31,648	\$ 65,216	\$ (33,567)
Vehicle Operation			0
General Liability/Auto Insurance	0		0
General Accounting/ Bookkeeping	0		0
Management Overhead	0		0
OVERHEAD & PROFIT	0		0
TOTAL COUNTY VS. CONTRACT COSTS	622,131	470,727	151,404

**PUBLIC LIBRARY
CUSTODIAL SERVICES
AREA 6
CONTRACTOR'S PROPOSED COSTS BY CATEGORY
Lincoln Training Center**

Salaries				
Position	Full Time Equivalent (1)	Hourly Rate/monthly Rate	Total (2)	
Custodian Supervisor	1.00	\$ 15.45	\$ 31,872	
Custodians	11.00	12.30	206,796	
Floor Care Technician	3.00	11.00	34,855	
		Total Salaries:	273,523	
Employee Benefits (3)	12.00	10,999.08	131,989	
Total Salaries and Employee Benefits			\$ 405,512	
Equipment	# of Months	Cost/Month	Total	
Vehicle	12	225	\$ 2,700	
Office equipment	12	375	4,500	
Services	12		-	
		Total Equipment	7,200	
Services and Supplies				
Supplies	12	4,835	58,016	
Telephone/Utilities	12		-	
Uniform	12		-	
		Total S & S	58,016	
Total Equipment/Services and Supplies			\$ 65,216	
Vehicle Operation	12		-	
General Liability/Auto Insurance			-	
Management Overhead	12		-	
Overhead/Profit (4)	12		-	
CONTRACTING COSTS			\$ 470,728	

Notes:

- (1) Full-time equivalent calculated by adding the number of hours each position will spend at each library divided by the contractor's annual budget hours of 2088.(Supervisor 2062.80, Custodians 16,848.12, and Floor Care Technician 3,114.00 annual hours)
- (2) Total salaries calculated by adding the number of hours each position will spend at each library multiplied by the contractor's proposed hourly rate.
- (3) Employee benefit equals vacation, payroll taxes, workers compensation, and medical insurance.
- (4) The overhead/profit is calculated by adding the contractor's proposed management overhead plus profit.

County of Los Angeles Public Library
 County's Estimated Avoidable Costs Compared
 Custodial Services - Area 6
 Notes to the Contract Analysis

- (1) Annual salaries have been calculated according to salary schedule effective on 4/1/2015.
- (2) County staffing pattern was developed from the composite of the contract bidder's staffing required to accomplish work for Area 6. Based on the contractor's annual working hours of 2,088 vs. the county's annual working hours of 1,761. (information provided by Contract Section)
- (3) Short sleeve shirt + Pants =Total cost (including Taxes)
 $\$12.90 + \$17.65 = \$ 30.55$
 $\$30.55 \times 2$ (uniform per employee) = \$61.10
 $\$61.10 \times 9\% = \$ 5.50$
 $\$61.10 + \$5.50 = \$ 66.60$
- (4) The monthly ongoing equipment cost of \$375.00 per vendor's quote. (information provided by Contract Section)
- (5) Equipment Start Up Costs include items required for 15 Libraries. Cost based on agreement vendor's quote (within the last 2 weeks), include shipping cost and 9 % tax. (information provided by Contract Section)

Mop Bucket with Ringer	\$67.23 X 15	\$ 1,008.45
Utility Cart	\$249.47 X 15	\$ 3,742.05
Carpet Vacuum Cleaner	\$161.36 X 15	\$ 2,420.40
Wet and Dry Vacuum	\$340.52 X 15	\$ 5,107.80
High Speed Floor Machine	\$571.17 X 15	\$ 8,567.55
Shampo Machine	\$2,976.74 X 15	<u>\$ 44,651.10</u>
Total		<u>\$ 65,497.35</u>
Cost spread over five-years	\$65,497.35/5	<u>\$ 13,099.47</u>

- (6) The Public Library used contractor's proposed costs for supplies and material as an estimate in the county's calculation. (information provided by Contract Section)
- (7) Total Mileage Breakdown

Supervisor 26.70 miles X 3 days per week	80.10
80.10 miles X \$ 0.54 cents per mile	\$ 43.25
43.25 X 52 weeks per year	\$ 2,249.21
Custodian 45.4 miles X days per week	204.30
204.30 miles \$ 0.54 cents per mile	\$ 110.32
110.32 X 52 weeks per year	\$ 5,739.55
 Total Mileage	 \$ 7,988.76

County of Los Angeles Public Library
 County's Estimated Avoidable Costs Compared To The Contractor's Costs
 Custodial Services - Area 8

County Cost
Direct

Salaries

Position	Monthly Salary (1)	No. of Positions (2)	Top Step Variance	No. of Months	Total
Custodian Supervisor	\$3,297.00	1.18	0.954700	12	44,613
Custodians	\$2,695.18	8.07	0.954700	12	249,139
Floor Care Specialist	\$2,984.09	2.36	0.954700	12	80,758
		11.61			
Sub-Total Salaries					374,511
Employee Benefits	47.58%				<u>178,192</u>
					\$ 552,703

Services & Supplies

Description	Monthly Cost	No. of Months	Total
Supplies & Materials (6) (cleaning Supplies & paper goods)	499.47	12	5,994
Uniform (3)	5.55	12	67
Mileage (7)			<u>9,204</u>
Total Services & Supplies			\$ 15,264

Description	Monthly Cost	No. of Months	Total
Equipment - Ongoing (4)	200.49	12	2,406
Equipment - One-Time Start Up (5)			<u>10,480</u>
Total Equipment			\$ 12,885

Indirect

Avoidable Overhead 0

Total Estimated Avoidable Costs	\$ 580,853
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Contracting Costs

Direct

Contract Cost \$ 424,012

Indirect Cost

Contract Monitoring 0

Total Contract Costs	\$ 424,012
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Estimated Savings from Contracting (Avoidable Costs Less Contract Costs)	\$ 156,840 27%
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CUSTODIAL SERVICES-Area 8
COUNTY VS. CONTRACTOR COSTS
Contractor - Pride Industries One, Inc.
By Category

Costs by Category		County	Contractor	Difference
STAFFING:				
	Custodian Supervisor	1.18	1.00	0.18
	Custodian	8.07	8.00	0.07
	Floor Care Technician	2.36	2.00	0.36
TOTAL STAFFING		11.61	11.00	0.61
S & EB				
	Salaries	\$374,511	\$254,927	\$119,583
	Employee Benefits /Tax Insur.	178,192	69,617	108,575
TOTAL S & EB		\$552,703	\$324,544	\$228,158
SERVICES AND SUPPLIES				
	Supplies & Material	\$5,994	\$20,828	(\$14,834)
	Uniforms	67	587	(520)
	Services	0	1,100	(1,100)
	Telephone/Utilities	0	4,694	(4,694)
	Vehicle		6,979	(6,979)
	Mileage	9,204		9,204
TOTAL SERVICES AND SUPPLIES		\$15,264	\$34,187	(\$18,923)
EQUIPMENT				
	Equipment - ongoing	\$2,406	\$2,406	\$0
	Equipment - one time startup	10,480	0	10,480
TOTAL EQUIPMENT		\$12,885	\$2,406	\$10,480
TOTAL SERVICES/SUPPLIES/EQUIPMENT		\$28,150	\$36,593	(\$8,443)
	Vehicle Operation		10,560	(10,560)
	General Liability/Auto Insurance	0		0
	General Accounting/ Bookkeeping	0		0
	Management Overhead	0	29,883	(29,883)
OVERHEAD & PROFIT		0	22,432	(22,432)
TOTAL COUNTY VS. CONTRACT COSTS		580,853	424,012	156,840

**PUBLIC LIBRARY
CUSTODIAL SERVICES
AREA 8
CONTRACTOR'S PROPOSED COSTS BY CATEGORY
PRIDE INDUSTRIES ONE, INC.**

Salaries				
Position	Full Time Equivalent (1)	Hourly Rate/monthly Rate		Total (2)
Custodian Supervisor	1.00	\$16.00		\$33,280
Custodians	11.00	11.84		168,234
Floor Care Technician	2.00	12.84		53,414
		Total Salaries:		254,927
Employee Benefits (3)	12.00	5,801.41		69,617
Total Salaries and Employee Benefits				\$324,544
Equipment				
	# of Months	Cost/Month		
Vehicle	12	582		\$6,979
Office equipment	12	200		2,406
Services	12	92		1,100
		Total Equipment		\$10,485
Services and Supplies				
Supplies	12	1,736		\$20,828
Telephone/Utilities	12	391		4,694
Uniform	12	49		587
		Total S & S		\$26,108
Total Equipment/Services and Supplies				\$36,593
Vehicle Operation	12	880		\$10,560
General Liability/Auto Insurance	12			
Management Overhead	12	2,490		\$29,883
Overhead/Profit (4)	12	1,869		\$22,432
CONTRACTING COSTS				\$424,012

Notes:

- (1) Full-time equivalent calculated by adding the number of hours each position will spend at each library divided by the contractor's annual budget hours of 2088. (Supervisor 2079.96, Custodians 14,209.08, and Floor Care Technician 4,159.92 annual hours)
- (2) Total salaries calculated by adding the number of hours each position will spend at each library multiplied by the contractor's proposed hourly rate.
- (3) Employee benefit equals vacation, payroll taxes, workers compensation, and medical insurance.
- (4) The overhead/profit is calculated by adding the contractor's proposed management overhead plus profit.

County of Los Angeles Public Library
 County's Estimated Avoidable Costs Compared
 Custodial Services - Area 8
 Notes to the Contract Analysis

- (1) Annual salaries have been calculated according to salary schedule effective on 4/1/2015.
- (2) County staffing pattern was developed from the composite of the contract bidder's staffing required to accomplish work for Area 8. Based on the contractor's annual working hours of 2088 vs. the county's annual working hours of 1761.
 (information provided by Contract Section)
- (3) Short sleeve shirt + Pants =Total cost (including Taxes)
 $\$12.90 + \$17.65 = \$ 30.55$
 $\$30.55 \times 2$ (uniform per employee) = \$61.10
 $\$61.10 \times 9\% = \$ 5.50$
 $\$61.10 + \$5.50 = \$ 66.60$
- (4) The monthly ongoing equipment cost of \$200.49 per vendor's quote.
 (information provided by Contract Section)
- (5) Equipment Start Up Costs include items required for 12 Libraries.
 Cost based on agreement vendor's quote (within the last 2 weeks), include shipping cost and 9 % tax. (information provided by Contract Section)

Mop Bucket with Ringer	\$67.23 X 12	\$806.76
Utility Cart	\$249.47 X 12	\$2,993.64
Carpet Vacuum Cleaner	\$161.36 X 12	\$1,936.32
Wet and Dry Vacuum	\$340.52 X 12	\$4,086.24
High Speed Floor Machine	\$571.17 X 12	\$6,854.04
Shampo Machine	\$2976.74 X 12	<u>\$35,720.88</u>
Total		<u>\$52,397.88</u>
Cost spread over five-years	\$52397.88/5	<u>\$10,479.58</u>

- (6) The Public Library used contractor's proposed costs for supplies and materials as an estimate in the county's calculation. (information provided by Contract Section)
- (7) Total Mileage Breakdown

Supervisor	38.86 miles X 3days per week	116.58
	116.58 miles X \$0.54 per mile	\$62.95
	\$ 62.95 X 52 weeks per year	\$3,273.57
Custodian	35.20 miles X 6 days per week	211.12
	211.20 miles X \$ 0.54 per mile	\$114.05
	\$ 114.05 X 52 weeks per year	\$5,930.50
Total Mileage		\$9,204.07

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

County Cost
Direct

Salaries

Position	Monthly Salary (1)	No. of Positions (2)	Top Step Variance	No. of Months	Total
Custodian Supervisor	\$3,297.00	0.08	0.954700	12	2,960
Lead Custodian	\$2,934.00	0.94	0.954700	12	31,737
Custodians	\$2,695.18	0.94	0.954700	12	29,154
Floor Care Specialist	\$2,984.09	0.41	0.954700	12	13,978
		2.38			
Sub-Total Salaries					77,829
Employee Benefits	47.58%				37,031
					<u>\$ 114,859</u>

Services & Supplies

	Monthly Cost	No. of Months	Total
Supplies & Materials (6) (cleaning Supplies & paper goods)	1,387.40	12	16,649
Uniform (3) Mileage	5.55	12	67
Total Services & Supplies			<u>\$ 16,715</u>

Description	Monthly Cost	No. of Months	Total
Equipment - Ongoing (4)	25	12	300
Equipment - One-Time Start Up (5)			969
Total Equipment			<u>\$ 1,269</u>

Indirect

Avoidable Overhead 0

Total Estimated Avoidable Costs	\$ 132,844
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Contracting Costs

Direct

Contract Cost \$ 92,354

Indirect Cost

Contract Monitoring 0

Total Contract Costs	\$ 92,354
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Estimated Savings from Contracting	\$ 40,490
(Avoidable Costs Less Contract Costs)	30%

**CUSTODIAL SERVICES-LHQ
COUNTY VS. CONTRACTOR COSTS
Contractor - Lincoln Training Center
By Category**

Costs by Category	County	Contractor	Difference
STAFFING:			
Custodian Supervisor	0.08	1.00	(0.92)
Lead Custodian	0.94	1.00	(0.06)
Custodian	0.94	1.00	(0.06)
Floor Care Technician	0.41	1.00	(0.59)
TOTAL STAFFING	2.38	4.00	(1.62)
S & EB			
Salaries	\$ 77,829	\$ 50,948	\$ 26,881
Employee Benefits	37,031	24,157	12,874
TOTAL S & EB	\$ 114,859	\$ 75,105	\$ 39,754
SERVICES AND SUPPLIES			
Supplies & Material	\$ 16,649	\$ 16,649	\$0
Uniforms	67		67
Services	0		0
Telephone/Utilities	0		0
Vehicle	0	300	(300)
TOTAL SERVICES AND SUPPLIES	\$ 16,715	\$ 16,949	\$ (233)
EQUIPMENT			
Equipment - ongoing	\$300	\$300	\$0
Equipment - one time startup	969	0	969
TOTAL EQUIPMENT	\$ 1,269	\$ 300	\$ 969
TOTAL SERVICES/SUPPLIES/EQUIPMENT	\$ 17,984	\$ 17,249	\$ 736
Vehicle Operation			0
General Liability/Auto Insurance	0		0
General Accounting/Bookkeeping	0		0
Management Overhead	0		0
OVERHEAD & PROFIT	0		0
TOTAL COUNTY VS. CONTRACT COSTS	132,844	92,354	40,490

**PUBLIC LIBRARY
CUSTODIAL SERVICES
LHQ
CONTRACTOR'S PROPOSED COSTS BY CATEGORY
LINCOLN TRAINING CENTER**

Salaries				
Position	Full Time Equivalent (1)	Hourly Rate/monthly Rate	Total (2)	
Custodian Supervisor	1.00	\$ 15.45	\$ 2,125	
Lead Custodian	1.00	12.30	20,451	
Custodian	1.00	12.30	20,451	
Floor Care Technician	1.00	11.00	7,920	
	Total Salaries:		50,948	
Employee Benefits (3)	12.00	2,013.11	24,157	
Total Salaries and Employee Benefits			\$ 75,105	
Equipment	# of Months	Cost/Month	Total	
Vehicle	12	25	\$ 300	
Office equipment	12	25	300	
		Total Equipment	600	
Services and Supplies				
Supplies	12	1,387	16,649	
Services	12		0	
Telephone/Utilities	12		0	
Uniform	12		0	
		Total S & S	16,649	
Total Equipment/Services and Supplies			\$ 17,249	
Vehicle Operation	12		0	
General Liability/Auto Insurance	12		0	
Management Overhead	12		0	
Overhead/Profit (4)	12		0	
CONTRACTING COSTS			\$ 92,354	

Notes:

(1) Full-time equivalent calculated by adding the number of hours each position will spend at each library divided by the contractor's annual budget hours of 2,088. (Supervisor 138, Lead Custodian 1,662.72, Custodians 1,662.72, and Floor Care Technician 720 annual hours)

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

(3) Employee benefit equals vacation, payroll taxes, workers compensation, and medical insurance.

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

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

- (1) Annual salaries have been calculated according to salary schedule effective on 4/1/2015.
- (2) County staffing pattern was developed from the composite of the contract bidder's staffing required to accomplish work for LHQ. Based on the contractor's annual working hours of 2088 vs. the county's annual working hours of 1761. (information provided by Contract Section)
- (3) Short sleeve shirt + Pants =Total cost (including Taxes)
 $\$12.90 + \$17.65 = \$ 30.55$
 $\$30.55 \times 2$ (uniform per employee) = \$61.10
 $\$61.10 \times 9\% = \$ 5.50$
 $\$61.10 + \$5.50 = \$ 66.60$
- (4) The monthly ongoing equipment cost of \$25.00 per vendor's quote. (information provided by Contract Section)
- (5) Equipment Start Up Costs include items required for 1 facility X 2 custodians. Cost based on agreement vendor's quotes (within the last 2 weeks), includes shipping cost and 9 % tax. (information provided by Contract Section)

Mop Bucket with Ringer	\$ 67.23 X2	\$ 134.46
Utility Cart	\$ 249.4 X2	\$ 498.94
Carpet Vacuum Cleaner	\$ 161.36X2	\$ 322.72
Wet and Dry Vacuum	\$ 340.52X1	\$ 340.52
High Speed Floor Machine	\$ 571.17X1	\$ 571.17
Shampo Machine	\$ 2,976.74X1	\$ 2,976.74

Total		<u>\$ 4,844.55</u>
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Cost spread over five-years:	\$4,844.55/5	<u>\$ 968.91</u>
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- (6) The Public Library used contractor's proposed costs for supplies and materials as an estimate in the county's calculation. (information provided by Contract Section)

**AWARD CUSTODIAL SERVICES CONTRACTS
FOR THE COUNTY OF LOS ANGELES PUBLIC LIBRARY'S
AREAS 1, 3, 4, 5, 6, 8, AND LIBRARY HEADQUARTERS (LHQ)**

ATTACHMENT C

COUNTY'S PURCHASING AND CONTRACTING VENDOR LIST

Vendor ID	Company Name	Phone	LSBE Certified
15493801	1ST CHOICE SUPPLY P.O.BOX 1783, , STUDIO CITY, CA, 91614-1783	(310) 720-8285	
14853101	23 HRS MAINTENANACE COMPANY AND CONTRACTORS, 1023 1/2 17TH STREET, LOS ANGELES, CA, 90015	(213) 840-3307	
11780601	3 R FILTER, INC. 2163 SOMERSET RD., , BLOOMFIELD HILLS, MI, 48302-0666	(810) 232-2798	
14339101	911 PLUMBING & MAINTENANCE INC PO BOX 431924, 7904 SOUTH 10TH AVENUE, INGLEWOOD, CA, 90043	(323) 751-9991	
14222301	A PERFECT VIEW, INC. 9595 WILSHIRE BLVD., STE. 900, , BEVERLY HILLS, CA, 94518	(310) 300-4031	
16730601	A&A MAINTENANCE ENTERPRISE, INC. 965 MIDLAND AVENUE, , YONKERS, NY, 10704	(818) 709-4269	
52489701	A.Q. MANAGEMENT & CONTROL INC 3921 WILSHIRE BLVD., STE. 600, , LOS ANGELES, CA, 90010-3319	(818) 780-0344 Ext:107	
14932601	ABM JANITORIAL SERVICES SW FILE #53673, , LOS ANGELES, CA, 90074-3673	(949) 585-5900	
14932602	ABM JANITORIAL SERVICES SW 5200 SOUTH EASTERN AVENUE, , LOS ANGELES, CA, 90040	(909) 374-8121	
15727701	ABM SERVICES, INC. 5200 S. EASTERN AVENUE, , LOS ANGELES, CA, 90040	(213) 709-3335	
15727702	ABM SERVICES, INC. 1933 SOUTH BROADWAY STREET, ATT: LOADING DOCK, LOS ANGELES, CA, 90007	(213) 763-5822	
16093501	ABM SERVICES, INC. 5200 SOUTH EASTERN AVENUE, , LOS ANGELES, CA, 90040	(323) 725-5306	
11163401	ACCENT SERVICE COMPANY, INC. PO BOX 9495, , NEWPORT BEACH, CA, 92658-9495	(714) 231-9645	
12173601	ACT-1 BUILDING SERVICES, INC. 13455 VENTURA BLVD., STE. 234, , SHERMAN OAKS, CA, 91423-3872	(818) 784-2575 Ext:24	
16946801	ACTION TIME USA, INC. 125 W. COUNTRY CLUB DR., , TAMPA, FL, 33612	(813) 400-1773	
14867101	ADA SUPPLIES INC 205 OLD PERRY RD, , BONAIRE, GA, 31005	(478) 329-8896	
14057401	ADOBE PAINTING & MAINTENANCE, INC. 8132 8TH ST., , BUENA PARK, CA, 90621	(714) 994-1030	
52435701	ADVANCED BUILDING MAINTENANCE 10830 WHITTIER BLVD., , WHITTIER, CA, 90606-1402	(562) 695-0711	
52435702	ADVANCED BUILDING MAINTENANCE 10830 WHITTIER BLVD., , WHITTIER, CA, 90606-1402	(562) 695-0711	
52435703	ADVANCED BUILDING MAINTENANCE PO BOX 18199, , MERRIFIELD, VA, 22116-8199	(562) 695-0711	
14595601	ADVANCED INC 10834 E WHITTIER, , WHITTIER, CA, 90606	(562) 692-0704	
15597101	ADVANCED RESURFACING CONCRETE 2408 NELSON AVE., UNIT B, REDONDO BEACH, CA, 90278	(310) 370-2323	
15931601	AGO INDUSTRIES INC. DBA: SO CAL PROPERTY SERVICES 234 E. 17TH STREET, SUITE 206, COSTA MESA, CA, 92627	(949) 642-9915	
15490101	AIR-CARE AVIATION SVS GRP INCADVANCED DETAIL 4310 EAST DONALD DRIVE, , LONG BEACH, CA, 90808	(562) 205-7418	
13501401	AJ & LS INC. 416 E KILDARE ST., , LANCASTER, CA, 93535	(310) 916-1804	
15515801	ALEX MIRANDA 7723 EASTERN AVENUE, , BELL GARDENS, CA, 90201	(562) 616-4836	
13464801	ALEX MORAN AA COMPUTERS, PO BOX 13271, TORRANCE, CA, 90503	(310) 781-0739	
15031201	ALEX WANG 3200 WILSHIRE BLVD. STE 1600, SOUTH TOWER, LOS ANGELES, CA, 90010	(213) 365-4905	
15758101	ALEXANDER JONES CALIFORNIA BUILDING MAINTENANCE, 4645 STARSTONE CT, PALMDALE, CA, 93551	(661) 949-2009	
14808101	ALFONSO SOLIS IMPERIAL MAINT. SERVICES, 8830 CHERRYHILLS PLACE, STOCKTON, CA, 95209-4819	(209) 957-0421	
13337701	ALL CARE INDUSTRIES, INC 16747 1/2 S. PARKSIDE AVE., , CERRITOS, CA, 90703	(562) 623-4009	
15225701	ALL-PRO ENTERPRISES INC 480 S SAN DIMAS AVE, , SAN DIMAS, CA, 91773	(213) 210-7915 Ext:106	
14469601	ALLEN LIGHT 2408 MORINE CIR., SUITE 1, , RANCHO CORDOVA, CA, 95670	(916) 247-7677	
16844101	ALLIANCE BUILDING SERVICES, LLC 8011 QUARTZ AVE., , WINNETKA, CA, 91306	(818) 900-2479 Ext:101	Yes
16492101	ALLSTATE MAINTENANCE COMPANY 19720 VENTURA BLVD SUITE 105, WOODLAND HILLS, CA 91364	(818) 887-1134	
16624201	ALPHA OMEGA JANITORIAL SERVICE PO BOX 452315, , LOS ANGELES, CA, 90045	(310) 671-0370	
6232401	ALPHA PRINTING & GRAPHICS, INC 15763 ORNELAS STREET, , IRWINDALE, CA, 91706	(626) 851-9800 Ext:102	
16168001	ALWAYS RESOURCEFUL, INC. 27240 TURNBERRY LANE, SUITE 200, VALENCIA, CA, 91355	(404) 786-7250	
15355501	AMERICA'S BEST INC 26200 ABDALE ST, , NEWHALL, CA, 91321	(818) 442-9700	

12345801	AMERICAN BUILDING JANITORIAL 2675 JUNIPERO AVE, SUITE 300, SIGNAL HILL, CA, 90755	(562) 908-4474 Ext:305	
11782801	AMERICAN BUILDINGS AND WINDOWS"ABW" 1223 WILSHIRE BLVD #235, , SANTA MONICA, CA, 90403	(866) 734-0193	
17378801	AMERICAN ESUPERSTORES CORP 537 DIAMOND ST., , MONROVIA, CA, 91016	(626) 698-9082	
14851001	AMERICAN GENERAL SERVICES GROUP INC, 9297 NINTH STREET, RANCHO CUCAMONGA, CA, 91730	(909) 941-0560	
12432001	AMERICAN GUARD SERVICES INC 1299 E. ARTESIA BLVD., STE 200, , CARSON, CA, 90746	(310) 645-6200 Ext:4141	
17217201	AMERICAN SERVICE INDUSTRIES, INC. 2930 W. IMPERIAL HIGHWAY, , INGLEWOOD, CA, 90303	(562) 544-2579	
13536201	AMERICLEAN CALIFORNIA 7021 ROSECRANS AVE., , PARAMOUNT, CA, 90723	(562) 254-1783	
14551801	AMPARO FLORES JAIRO PARRA ART SERVICE & CARPET CLEANING, 2420 E. FIRST ST., LOS ANGELES, CA, 90033	(323) 266-4792	
12766001	ANA PROPERTY CARE 3400 W. 6TH ST., STE. 410, , LOS ANGELES, CA, 90020-2581	(213) 365-8835	
14934001	ANEKI SOLAR CORP. 20707 ANZA AVE., SUITE 175, , TORRANCE, CA, 90503	(310) 406-4541	
12819101	ANTHONY MALONE 20941 MENLO AVE., , TORRANCE, CA, 90502-1722	(310) 212-3448	
12233701	ANTHONY PONI 1714 7TH AVE., , SACRAMENTO, CA, 95818-3806	(916) 410-0414	
15173501	APN BUSINESS RESOURCES 21418 OSBORNE ST., , CANOGA PARK, CA, 91304	(818) 717-9980	
17596201	ARMANDO PANIAGUA LUCKY SPONGE CLEANING SERVICES, 7251 OWENSMOUTH AVE SUITE 4, CANOGA PARK., CA, 91303	(818) 533-1750	
12968301	ASAP CLEANSOURCE MARKETING II 16817 LIGGETT STREET, , NORTHRIDGE, CA, 91343-2717	(818) 428-7552	
11358801	ASCOT ENVIRONMENTAL MAINT. SVC 4235 EDGEHILL DR., , LOS ANGELES, CA, 90008-4509	(323) 295-9867	
50116401	ASIAN REHABILITATION SERVICES 1701 E. WASHINGTON BLVD., , LOS ANGELES, CA, 90021-3124	(213) 743-9242 Ext:251	
50116402	ASIAN REHABILITATION SERVICES 8929 S. SEPULVEDA BLVD., STE. 300, , LOS ANGELES, CA, 90045-3642	(310) 348-0985	
15349601	ATLANTIC PRESSURE WASHING 621 N. MONTE VISTA, , SAN DIMAS, CA, 91773	(626) 484-5868	
13930301	AVERY GROUP, INC. 219 WEST MANCHESTER BLVD, SUITE 2, INGLEWOOD, CA, 90301	(310) 981-9095	
13219001	AZTEC FACILITY MANAGEMENT 11000 S. WILCREST, SUITE 125, , HOUSTON, TX, 77099-0000	(972) 237-9402	
16001601	AZTEC LANDSCAPING, INC. 7980 LEMON GROVE WAY., , LEMON GROVE, CA, 91945	(619) 464-3303 Ext:110	
13140601	AZUKA EGUN 9814 BEACHY AVE., , ARLETA, CA, 91331	(818) 714-5294	
10599701	B & B BUILDING MAINTENANCE SER 270 E. DOUGLAS AVE., , EL CAJON, CA, 92020-4514	(619) 401-4077	
14081701	B.P. ZACK CORPORATION 7071 WARNER AVE, SUITE F-120, HUNTINGTON BEACH, CA, 92647	(714) 847-5544	
13443301	BANMAY, INC. 1008 WEST 156TH STREET, , COMPTON, CA, 90220	(310) 886-7810	
15638801	BARON SERVICES INC 8780 19TH STREET #248, , ALTA LOMA, CA, 91701	(909) 652-0911	
17386301	BASS PROCLEANING PO BOX 2741, , INGLEWOOD, CA, 90305	(213) 300-8100	
11845501	BAY MEDICAL CO. INC. 400 TALBERT ST., , DALY CITY, CA, 94014	(415) 508-0900	
15613101	BEHEMOTH VENTURES, INC. 8939 S. SEPULVEDA BLVD., , LOS ANGELES, CA, 90045	(818) 523-5886	
14345701	BERGENSONS PROPERTY SERVICES 3605 OCEAN RANCH BLVD., , OCEANSIDE, CA, 92056	(303) 217-1759	
16023201	BEST BUILDING MAINTENANCE INC. 10025 1/2 COMMERCE AVE., , TUJUNGA., CA, 91042	(818) 967-1098	
11299101	BIGOL SERVICES INC. 8707D LINDLEY AVE. # 173, , NORTHRIDGE, CA, 91325-3031	(818) 576-9940	
17204701	BILL ROUNDTREE 26154 ROAD 118, , TULARE, CA, 93274	(559) 805-4818	
14905301	BLACKSTONE CONSULTING, INC. 11726 SAN VICENTE BLVD., SUITE 550, , LOS ANGELES, CA, 90049	(310) 826-4389	
14325601	BLESSED HANDS CLEANING SERVICE 2763 WEST AVE L SUITE 280., , LANCASTER, CA, 93535	(661) 285-0964	
13103201	BLUE SKY SERVICE AGENCY 2225 S BURNSIDE AVE SUITE 3, , LOS ANGELES, CA, 90016	(323) 842-4515	
17307401	BOB BORBECK 543 COUNTRY CLUB, B-338, SIMI VALLEY, CA, 93065	(707) 339-2027	
15161501	BORITEX INC PO BOX 171088, , ARLINGTON, TX, 76003-1088	(817) 467-1237	
16104801	BRENDA E REYES 28217 SIERRA CROSS AVE., , CANYON COUNTRY, CA, 91387	(818) 826-9154	
13297401	BRIGHT HOME CLEANING SERVICE COVER ALL CLEANING CONCEPTS, 3999 SOUTH ST ANDREWS PLACE, LOS ANGELES, CA, 90062	(323) 291-9526	

15310501	BRILLIANCE BUILDING SERVICES PO BOX 556, , NORCO, CA, 92860	(951) 870-0691	
10106601	BRITWORKS INC. 620 N COMMERCIAL AVENUE, , COVINA, CA, 91723	(626) 337-0099	Yes
15990001	BROTHERS JANITORIAL SERVICE, LLC 6776 GRANDOLA DR, , LAS VEGAS, NV, 89103	(702) 580-6922	
5699201	BRUCE KIM 3350 WILSHIRE BLVD., STE. 1105, , LOS ANGELES, CA, 90010-1835	(213) 252-0999	
15874201	BUILDING MAINTENANCE SERVICES 1541 S. BERETANIA STREET STE 204, , HONOLULU, HI, 96826	(808) 983-1269	
12186701	BUSINESS IMAGES 4853 W. JEFFERSON BLVD., , LOS ANGELES, CA, 90016-3939	(323) 998-6124	
15113501	BUSINESS IMAGES LLC 4853 W JEFFERSON BLVD, , LOS ANGELES, CA, 90016-3939	(323) 735-3574	
10642901	BUSY BEE CLEANING 1 S. LOCUST ST., # 134-A, , INGLEWOOD, CA, 90301-1820	(310) 879-1833	
16318801	C'ARTIS D BLEVINS 15246 SO. MCKINLEY AVE., , COMPTON, CA, 90220	(310) 704-2933	
17602201	C.A. DIVERSIFIED SERVICES 1040 ARROYO DRIVE, , SOUTH PASADENA, CA, 91030	(213) 305-9532	
17113101	C.S.I. GROUP INC. DBA THE VISUAL CUP 4955 EVERETT CT, , VERNON, CA, 90058	(818) 734-0001 Ext:1500	
15084901	CA PROFESSIONAL MAINTENANCE CO 643 S OLIVE ST STE 960, , LOS ANGELES, CA, 90014	(310) 903-8666	
51988101	CALIFORNIA CONSERVATION CORPS 11401 BLOOMFIELD AVE., BOX 9, NORWALK, CA, 90650-2015	(213) 744-2254	
51988103	CALIFORNIA CONSERVATION CORPS 1719 24TH ST., , SACRAMENTO, CA, 95816-7114	(916) 341-3122	
14492601	CALIFORNIA SUPPLY, INC. 491 EAST COMPTON BLVD., , GARDENA, CA, 90248	(310) 532-2500 Ext:123	
14492602	CALIFORNIA SUPPLY, INC. PO BOX 39150, , LOS ANGELES, CA, 90039-0150	(310) 532-2500	
5314001	CAM SERVICES 5664 SELMARINE DR., , CULVER CITY, CA, 90230-6120	(310) 390-3552 Ext:31	
11206701	CARI 1029 J ST., STE. 380, , SACRAMENTO, CA, 95814-2878	(916) 441-5844 Ext:105	
13791401	CARLOS CHAVEZ 1715 W FRANCIS DR, , ANAHEIM, CA, 92801	(714) 865-4587	
16136301	CARSON KLEEN CAPITAL LLC 2929 W. ROSECRAN AVE., UNIT 04, GARDENA, CA, 90249	(310) 714-8766	
15717401	CBJ BUILDING MAINTENANCE P.O. BOX 1778, , DANVILLE, CA, 94526	(510) 755-4279	
16030201	CCI CENTURY CLEAN INC 8939 S. SEPULVEDA BLVD STE 528, , LOS ANGELES, CA, 90045	(310) 216-0999 Ext:17	
17154001	CCS LOS ANGELES JANITORIAL INC PO BOX 845112, , LOS ANGELES, CA, 90084	(949) 261-1234 Ext:251	
14841201	CD MEDIA 4U INC CARSAN DISTRIBUTORS, 1001 W. WHITTIER BLVD., SUITE B-113, MONTEBELLO, CA, 90640	(323) 896-4365	
10702601	CEED SECURITY SERVICES, INC. 12813 AVALON BLVD., , LOS ANGELES, CA, 90061-2731	(310) 538-0539	Yes
14005801	CENTENNIAL ONE OF WASHINGTON, 5360 HOLIDAY TERRACE STE. 16A, , KALAMAZOO, MI, 49009	(269) 978-0688	
4756701	CENTURY MAINTENANCE CO. 1926 S. WESTERN AVENUE, , LOS ANGELES, CA, 90018	(323) 733-3080	
50747701	CHAN HEE YANG DBA BELL BUILDING MAINTENANCE COMPANY BELL BUILDING MAINTENANCE COMPANY, 5170 SEPULVEDA BLVD STE 180, SHERMAN OAKS, CA, 91403-1171	(818) 385-0790	Yes
15067701	CHARLES T MOORE 11619 S CRENSHAW, , INGLEWOOD, CA, 90303	(310) 367-1659	
13277101	CHRISTIANV747 2028 PHALAROPE, 854 23RD, COSTA MESA, CA, 90403	(213) 828-1140	
10330501	CLARENCE GLOSS 1100 W. 132ND ST., , COMPTON, CA, 90222-1925	(310) 631-7116	
11443601	CLASSEN ENTERPRISES SERVICEMASTER COMMERCIAL, 1435 CALLENS ROAD, VENTURA, CA, 93003	(805) 642-3432	
14891601	CLASSEN ENTERPRISES SERVICEMASTER COMM CLEANIN, 2264 GOODYEAR AVE SUITE A, VENTURA, CA, 93003	(805) 642-3432	
13467401	CLEAN ENVIRONMENTAL INC 321 E 47TH PLACE, , LOS ANGELES, CA, 90011	(323) 695-6975	Yes
14343301	CLEAN NET OF SOUTHERN CALIFORNIA INC 10350 HERITAGE PARK SUITE, SUITE 106, SANTA FE SPRINGS, CA, 90670	(562) 941-6600	
14343302	CLEAN NET OF SOUTHERN CALIFORNIA INC 9861 BROKEN LAND PKWY STE 208, , COLUMBIA, MD, 21046	(800) 735-8838	
15284601	CLEAN PRO USA INC 188 SOUTH 2ND AVE., , UPLAND, CA, 91786-6607	(909) 982-3003	
16570801	CLEAN SWEEP GROUP INC 8306 WILSHIRE BLVD, SUITE 7009, BEVERLY HILLS, CA, 90211	(310) 985-0504	
51144601	CLEAN SWEEP SUPPLY CO 7171 TELEGRAPH ROAD, , MONTEBELLO, CA, 90640	(323) 887-7777	

12118701	CLEAN-ING THINGS 10929 FIRESTONE BLVD., STE. 157, , NORWALK, CA, 90650-2289	(562) 864-6131	
15726801	CLEANEVENT USA, INC 975 KELLER RD, SUITE 1500, ALTAMONTE SPRINGS, FL, 32714	(407) 754-6506	
16718201	CLEANSAFE MAINTENANCE 9511 COLUMBUS AVE., , NORTH HILLS, CA, 91343	(818) 497-5614	
15422001	CLEANWELL MAINTENANCE INC. 8141 E. SECOND ST., #530, , DOWNEY, CA, 90241	(562) 928-9289	
17238401	COAST 2 COAST PRESERVATIONS INC. 2219 W. OLIVE AVE #357, , BURBANK, CA, 91506	(818) 306-7666	
15308701	COASTAL BUILDING SERVICES, INC 1295 N. TUSTIN AVE., , ANAHEIM, CA, 92807	(714) 630-4445	
14649201	COASTAL MAINTENANCE INC 307 W. TAFT AVE., SUITE F, ORANGE, CA, 92865	(714) 279-9898 Ext:101	
10420801	COME LAND MAINTENANCE CO 1419 N. SAN FERNANDO BLVD., # 250, BURBANK, CA, 91504	(818) 567-2455 Ext:136	
14704901	COMMERCIAL POOLS INC 27951 CABOT ROAD, , LAGUNA NIGUEL, CA, 92677-9267	(949) 582-5494	
14140401	COMMUNITY OUTREACH AND OPPORTUNITY PROGRAMS, 8929 S SEPULVEDA BLVD STE 400, LOS ANGELES, CA, 90045	(310) 649-1016	
10921601	COMPUCLEAN COMPUTER CLEANING 39300 MEDINA CT., , MURRIETA, CA, 92562-4509	(909) 698-1833	
15854101	CONROY D COZART 5786 RD. STE.864, , LOS ANGELES, CA, 90016	(310) 613-7758	
15247401	CONTINENTAL BUILDING MAINTENANCE INC 13316 MAPLEDALE ST., , NORWALK, CA, 90650	(562) 926-7474	
14783401	CONTRACT SERVICES GROUP, INC. 480 CAPRICORN STREET, PO BOX 8815, BREA, CA, 92821-3203	(714) 582-1802 Ext:220	
15817001	CONTROLLED CONTAMINATION SERVICES 254 CERRITOS AVE., , ANHEIM, CA, 92805	(714) 239-1351	
11253701	CORPORATE BUILDING SVCS INC 3325 WILSHIRE BLVD STE 1240, , LOS ANGELES, CA, 90010-1735	(213) 252-0999	
14490001	COVERALL NORTH AMERICA, INC. COVERALL CLEANING CONCEPTS, 770 THE CITY DRIVE SOUTH, STE. 7000, ORANGE, CA, 92868	(714) 748-1000 Ext:226	
15893901	CROWN BUILDING MAINTENANCE CO 868 FOLSOM ST., , SAN FRANCISCO, CA, 94107	(415) 525-8070	
15281001	CROWN CORPORATE ENTERPRISES INC 285 MAGNOLIA AVE., , CORONA, CA, 92879	(951) 214-0526	
5108801	CUSTOMER SERVICE, INCORPORATED 550 CONTINENTAL BLVD., STE. 190, , EL SEGUNDO, CA, 90245-5050	(310) 364-1199 Ext:143	
15752301	CUSTOMIZED PERFORMANCE, INC. 1342 RIDDER PARK DRIVE, , SAN JOSE, CA, 95131	(408) 437-1720	
15562101	D&A JANITORIAL MAINTENANCE 1625 PALO ALTO ST., , LOS ANGELES, CA, 90026	(213) 483-3646	
17230101	D.N.S SOLUTIONS INC PO BOX 571762, , TARZANA, CA, 91357	(818) 292-2460	Yes
16062801	D2 DISTRIBUTORS, LLC 2775 KURTZ ST, SUITE 6, SAN DIEGO, CA, 92110	(619) 819-2795	
13074901	DANICHRIS TRADING COMPANY 2839 DEERFORD STREET, , LAKEWOOD, CA, 90712-3309	(562) 480-2443	
14567701	DANTE N PEREZ 501 E KATELLA AVE SUITE 15B, , ORANGE, CA, 92867	(714) 325-1517	
15900801	DAREN LEWIS 1018 SOUTH MONTEBELLO #B BLVD, P.O BOX 338 MONTEBELLO, MONTEBELLO, CA, 90640	(323) 376-0853	
14268501	DAYS ESCAMILLA 214 W B STREET, , ONTARIO, CA, 91762	(909) 391-6980	
16648601	DEDICATED BUILDING SERVICES, LLC 11338 MOORPARK STREET, , STUDIO CITY, CA, 90602	(818) 732-4162	
13883001	DEDRA M WAGGENER SERVICE, 5322 5TH AVENUE, LOS ANGELES, CA, 90043	(310) 628-3452	
16942301	DELAND JANITORIAL 38314 WILDFLOWER COURT, , PALMDALE, CA, 93551	(661) 480-9177	
17536301	DELEON DEVAUGHN WATER SOLUTION SYSTEMS, 2475 EL SOL AVE., ALTADENA, CA, 91001	(626) 791-1047	
14967501	DELIA L RINCON 3228 CONCORD AVE., , ALHAMBRA, CA, 91803	(626) 318-8213	
16592901	DEMIREA R PERRY BRIDGEBRUG JANITORIAL SERVICE, 2509 W IMPERIAL HWY # 3, INGLEWOOD, CA, 90303	(562) 852-0536	
16829101	DIAMOND 1 CLEANING SERVICES 5760 RODEO ROAD, , LOS ANGELES, CA, 90016-5040	(323) 592-3581	
52871201	DIAMOND CONTRACT SERVICES INC. 11432 VANOWEN ST., , NORTH HOLLYWOOD, CA, 91605	(818) 565-3554	
12656301	DILLIA DAY PO BOX 32425, , PHOENIX, AZ, 85064-2425	(602) 930-9857	
10561101	DIRECT BUILDING SERVICES 15949 KAPLAN AVE., , CITY OF INDUSTRY, CA, 91744-3110	(626) 369-8022	
5109901	DIVERSIFIED MAINTENANCE SERVICES INC DMS FACILITY SERVICES INC, 1040 ARROYO DRIVE, SOUTH PASADENA, CA, 91030	(626) 305-8500	
13873001	DIVINE AMERICA, INC. 18000 STUDEBAKER ROAD, SUITE 285, , CERRITOS, CA, 90703	(562) 809-0090	

14730601	DIVINE IMAGING INC. DIVINE IMAGING, INC, 21323 PACIFIC COAST HIGHWAY STE 101, MALIBU, CA, 90265	(310) 579-4000	
15560501	DORYON MAINTENANCE CO. 859 N. VIRGIL AVE., SUITE B , LOS ANGELES, CA, 90029	(323) 660-0544	
14306601	DR J INDUSTRIES INC MOLLY MAID OF PLAYA VISTA, 9469 JEFFERSON BOULEVARD, SUITE 118, CULVER CITY, CA, 90232	(310) 838-3300	
14926501	DWMS INC. 5900 WILSHIRE BLVD., , LOS ANGELES, CA, 90036	(323) 939-4292	
12629001	EAGLE BUILDING MAINTENANCE 630 VENICE WAY., APT. 205, , INGLEWOOD, CA, 90302-2869	(310) 612-8796	
50792901	EAGLE MATERIAL HANDLING CO INC DOCKMASTERS, 4436 WORTH STREET, LOS ANGELES, CA, 90063-2538	(323) 227-1921 Ext:225	
50792902	EAGLE MATERIAL HANDLING CO INC DAVIS BACON MATERIAL HANDLING, 4436 WORTH ST., LOS ANGELES, CA, 90063-2538	(323) 227-1921 Ext:225	
12805101	EAST BUILDING MAINTENANCE 22812 SATICOY ST., , WEST HILLS, CA, 91304-4536	(818) 692-0506	
14288601	EBS SUPPLY 121 BROADWAY, STE 652, SAN DIEGO, CA, 92101	(619) 234-6944	
16831401	ECKO GREEN ENTERPRISES 6312 CLARA ST., , BELL GARDENS, CA, 90201	(855) 898-1556	
11824901	EDMUND ANDERSON 1932 ROCHESTER CIRCLE, , LOS ANGELES, CA, 90018	(323) 766-1119	
16178001	ELITE BUILDING MANAGEMENT, INC. 1909 WILSHIRE BLVD., , LOS ANGELES, CA, 90057	(213) 386-2552	
15936801	ELITE BUILDING SERVICES 15298 SAN JOSE DRIVE, , VICTORVILLE, CA, 92394	(760) 955-6994	
15827401	ELITE SERVICE INC 4019 N VERDUGO RD, , LOS ANGELES, CA, 90065	(323) 982-9500	
12009001	ELLIS ENTERPRISES BMS 10553 CHESNUT STREET, , LOS ALAMITOS, CA, 90720	(562) 493-5550 Ext:11	
4931801	EMPIRE MAINTENANCE 624 S. PALM AVE., , ALHAMBRA, CA, 91803-1527	(800) 660-8755	
14024601	ENTERPRISE BUILDING SERVICES 5000 N PARKWAY CALABASAS, SUITE 106, CALABASAS, CA, 91302	(818) 222-0322	
14152801	ENVIRONMENTAL CHEMICAL ENTERPRISES, PO BOX 12268, FORT PIERCE, FL, 34979	(888) 604-0092	
17199601	ENVIRONMENTAL COST CONTROL 15428 CIVIC DRIVE, SUITE 345, , VICTORVILLE, CA, 92392	(760) 680-0063	
12349401	ENVIRONMENTAL SERVICES SOLUTIONS, 8335 WINNETKA AVE., STE. 104, WINNETKA, CA, 91306-1630	(818) 772-7694	
6261901	EPS ENGINEERING SERVICES,INC 12100 WILSHIRE BLVD., STE. 460, , LOS ANGELES, CA, 90025-7120	(310) 826-9733	
15732701	ESSENTIAL SUPPORT SERVICES, INC. 3450 BONITA RD, STE 201, CHULA VISTA, CA, 91910-3250	(619) 779-7703	
6172601	EVERGREEN CLEANING SYSTEMS 3350 WILSHIRE BLVD STE 1030, , LOS ANGELES, CA, 90010	(213) 386-3307	
12632501	EWANDA JACKSON 16010 CRENSHAW BLVD., STE. C, , GARDENA, CA, 90249-4876	(310) 324-9695	
14067901	EXCELSIA CORPORATION EXCELSIA BUSINESS SERVICES, 1187 E 3RD. ST., SUITE 302, LONG BEACH, CA, 90802	(562) 481-7632	
10600801	EXECUTIVE GROUP INTERNATIONAL 3345 WILSHIRE BLVD., STE. 515, , LOS ANGELES, CA, 90010-1819	(912) 871-5277	
2999501	EXECUTIVE-SUITE SERVICES INC 19025 PARTHENIA ST., STE. 200, , NORTHRIDGE, CA, 91324-3780	(818) 993-6300	Yes
13071101	EZ CLEANING SERVICE 18645 HATTERAS STREET #267, , TARZANA, CA, 91356	(818) 693-0308	
15475701	EZZ SERVICES 1136 N. PACIFIC AVE, , GLENDALE, CA, 91202	(818) 243-3339	
12064801	FACILITY OPERATIONS PLUS 612 S. MYRTLE AVE., STE. 100, , MONROVIA, CA, 91016-3406	(626) 599-9200	
13322301	FALCON INDUSTRIAL DISTRIBUTORS 225 WINTON AVE SUITE 117, , HAYWARD, CA, 94544	(818) 968-4756	
16017501	FIRST DOWN FIELD SERVICES 325 VIA ANITA, , REDONDO BEACH, CA, 90277	(310) 316-3690	
15983701	FLAGSHIP FACILITY SERVICES, INC. 1930 E. CARSON STREET, SUITE 103, LONG BEACH, CA, 90810	(408) 977-1854	
14680101	FLOPPY MOP & D-CLUTTER P.C.S. 6130 W FLAMINGO RD STE 434, , LAS VEGAS, NV, 89103	(702) 875-2438	
11632001	FYR LANDSCAPING, INC. DBA 612 SOUTH MYRTLE AVENUE. SUITE 100, , MONROVIA, CA, 91016	(818) 679-7742	
11775001	G.I. CLEANING SERVICE, INC. 4735 OAKWOOD AVE., APT. 7, , LOS ANGELES, CA, 90004-3183	(323) 460-6491	
16567001	G2 PREMIER STAFF 5010 RIVERSIDE DRIVE, SUITE 300, IRVING, TX, 75039	(310) 614-0696	
14258901	GABRIEKA JIMENEZ 43604 FERN AVE, , LANCASTER, CA, 93534	(661) 206-7991	
16385601	GABRIEL'S GENERAL MAINTENANCE INC. P.O BOX 4122, , BURBANK, CA, 91503-4122	(818) 636-2221	
15664401	GARCIA ASSET MANAGEMENT, INC. EMPIRE BUILDING & ENVIRONMENTAL SERVICES, 2821 W VALLEY BLVD, ALHAMBRA, CA, 91803	(626) 289-8755	

13729301	GARY NATER 21901 LASSEN ST #151, , CHATSWORTH, CA, 91311	(818) 718-8998	
14894001	GENERAL BUILDING MAINTENANCEINC 3835 PRESIDENTIAL PKWY, SUITE 200, ATLANTA, GA, 30340	(770) 457-5678 Ext:7114	
12187801	GENERAL BUILDING MANAGEMENT COMPANY 3255 WILSHIRE BLVD., STE. 1222, , LOS ANGELES, CA, 90010-1416	(213) 388-0554	
16688701	GEORGE DIUGUID 2110 LIGHTCAP ST, , LANCASTER, CA, 93535	(661) 202-8717	
11383501	GEORGE MARTINEZ ALLIANCE DISTRIBUTING, 2670 SOUTH MYRTLE AVENUE STE 105, MONROVIA, CA, 91016	(626) 445-5520	Yes
17104001	GILLEY COMMERCIAL CLEANING 3450 W. 43RD ST. SUITE 215, , LOS ANGELES, CA, 90008	(323) 295-5220	
12545701	GOD'S LIL CLEANERS 1437 W. 59TH PL., , LOS ANGELES, CA, 90047-1206	(323) 971-5571	
10489601	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 342 N SAN FERNANDO RD, , LOS ANGELES, CA, 90031-1730	(818) 782-2520 Ext:200	
10489602	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 14565 LANARK ST., , PANORAMA CITY, CA, 91402-4903	(323) 997-3086	
10489603	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 342 N SAN FERNANDO RD., , LOS ANGELES, CA, 91307	(626) 222-6879	
10489604	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA , , CA.	() -	
5601301	GRACE UNDER FIRE CLEANING SERV 2531 SAWTELLE BLVD., # 92, , LOS ANGELES, CA, 90064-3124	(310) 672-4575	
15051201	GREAT CLEANING SERVICE 14252 CULVER DR SUITE A, , IRVINE, CA, 92604	(949) 474-3312	
17270801	GREEN CLEAN A SCENE, INC 4428 W SLAUSON AVE., , LOS ANGELES, CA, 90043-2718	(877) 318-3888	
15364501	GREEN CLEAN BUILDING SERVICES 1575 NOBHILL DR., , AZUSA, CA, 91702	(626) 633-1390	
14784201	GUILLERMO HETMAN 22440 DOWNING ST., , MORENO VALLEY, CA, 92553	(951) 966-2428	
15724901	GUS MARQUEZ PSI PRESSUREWASHING LLC, 6300 PISCES STREET, AGOURA HILLS, CA, 91301	(818) 464-6908	
11966601	H&D ENTERPRISE 23279 WOODLEAF DR., , DIAMOND BAR, CA, 91765-1947	(909) 809-9667	
10650301	H&H BUIDING MAINTENANCE 18220 ANDREA CIR. S., , NORTHRIDGE, CA, 91325-1134	(818) 718-6293	
14370001	HANEEF JORDAN 9813 3RD AVE, PO BOX 2001, GARDENA, CA, 90247	(888) 696-6399 Ext:4	
13753001	HARRISON ORGANIZATION, INC HA SECURITY SERVICES GROUP, PO. BOX 367, RANCHO CUCAMONGA, CA, 91739	(909) 463-4748	
17200601	HAYLEY S ROUNDS CENTRAL COAST ALLIANCE, 4405 ODYSSEY COURT, LOMPOC, CA, 93436	(805) 260-5772	
3805401	HAYNES BUILDING SERVICE, INC. 125 W. MAPLE AVE., , MONROVIA, CA, 91016-3420	(626) 359-6100	
16121101	HAYNES BUILDING SERVICES LLC 125 WEST MAPLE AVENUE, , MONROVIA, CA, 91016	(626) 201-5053	
15546301	HBS NATIONAL CORPORATION 11777 KATY FREEWAY, SUITE 190, HOUSTON, TX, 77079	(281) 679-5332	
16313601	HECTOR L ACEVES ACE'ES CLEANING MANAGEMENT, 13965 STAGE RD STE A, SANTA FE SPRINGS, CA, 90670	(562) 879-2788	
15438501	HENRY F WEAVER 19620 WYANDOTTE ST 2, , RESEDA, CA, 91335	(818) 678-9595	
16139401	HENSON'S HELPING HANDS 1616 1/2 S. MANSFIELD AVE., , LOS, CA, 90019	(323) 903-7351	
15682901	HIGH TECH BUILDING MAINTENANCE INC. 1844 EAST WALNUT ST., SUITE B, PASADENA, CA, 91107	(626) 683-0837	
51336701	HOLIDAY PAPER PRODUCTS 8121 PIVOT ST., , DOWNEY, CA, 90241-4853	(562) 923-0334	
15690401	I-PAC PACKAGING, INC. 5308 13TH AVENUE, SUITE 256, BROOKLYN, NY, 11219	(347) 533-8747	
16645301	INNOVATIVE CLEANING SERVICES 1340 REYNOLDS AVENUE, , IRVINE, CA, 92614	(949) 300-8988	
52885501	INTEGRATED SUPPORT SOLUTIONS INC, 14558 SYLVAN ST., VAN NUYS, CA, 91411	(818) 787-2116 Ext:101	
52885502	INTEGRATED SUPPORT ISSI C/O ORTHOPAEDIC HOSPITAL, 2400 SOUTH FLOWER STREET, LOS ANGELES, CA, 90007	(818) 787-2116	
52189901	INTERLINE BRANDS INC J.A. SEXAUER, 801 W BAY STREET, JACKSONVILLE, FL, 32204	(805) 498-9486	
52189902	INTERLINE BRANDS INC 701 SAN MARCOS BL, ATTN BIDS TEAM, JACKSONVILLE, FL, 32207	(310) 507-4633	
52189903	INTERLINE BRANDS INC WILMAR INDUSTRIES, P.O. BOX 404284, ATLANTA, GA, 30384	(562) 477-8661	
52189904	INTERLINE BRANDS INC JA SEXAUER, 200 EAST PARK DRIVE, MT LAUREL, NJ, 08054	(877) 324-1374	
52189905	INTERLINE BRANDS INC 5635 UNION PACIFIC AVE., , COMMERCE, CA, 90022-5128	(323) 837-4197	
52189906	INTERLINE BRANDS INC CLEANSOURCE, FILE 031408 - PO BOX 60000, SAN FRANCISCO, CA, 94160	(323) 721-3800	

52189907	INTERLINE BRANDS INC JA SEXAUER, PO BOX 404284, ATLANTA, GA, 30384-4284	(800) 431-1872	
52189908	INTERLINE BRANDS INC CLEANSOURCE, P O BOX 742056, LOS ANGELES, CA, 90074-2056	(323) 721-3800	
52189909	INTERLINE BRANDS INC SUPPLYWORKS, PO BOX 404284, ATLANTA, GA, 30384-4284	(800) 431-1872	
4783401	INTERNATIONAL DATA SUPPLY CORP 1762 MCGAW AVENUE, , IRVINE, CA, 92614	(949) 724-9090	
11556501	IRINEO NUNO 15644 PALOMINO DR, , CHINO HILLS, CA, 91709	(909) 606-2756	
12687701	ISAAC PAYNE SERVICE, 316 W. CARSON ST., STE. 102, CARSON, CA, 90745-2650	(310) 781-1080	
14384401	J & J VENDING SERVICES 856 E PENROD DRIVE, , CARSON, CA, 90746	(323) 309-2502	
17115101	J & L BUILDING MAINTENANCE SERVICES, LLC 6635 E FLORENCE AVE SUITE 337, , BELL GARDENS, CA, 90201	(323) 839-8046	
13170901	J&J BUILDING MAINTENANCE SERV. 141 N. VENTURA AVE. SUITE I, , VENTURA, CA, 93001	(805) 217-8042	
16640401	J. A. FARRINGTON JANITORIAL SERVICES, INC. 374 SANDSPUR ROAD, , PELION, SC, 29123	(803) 223-1342	
16756201	JAIME CENTENO J&J CLEANING SERVICES, 5055 LINDELL ROAD #1067, LAS VEGAS, NV, 89118	(702) 325-1039	
17416601	JAIME CENTENO JR 9382 ROPING COWBOY AVENUE, , LAS VEGAS, NV, 89178	(702) 325-1039	
16326201	JAN-SERVE, LLC 2956 RAYMOND AVENUE, , ALTADENA, CA, 91001	(626) 482-8162	
51423901	JANI-KING OF CALIFORNIA INC 500 N. STATE COLLEGE BLVD., STE. 900, , ORANGE, CA, 92868	(714) 990-2221 Ext:139	
14868801	JANI-SERV, INC. 320 EAST 10TH DRIVE SUITE P, , MESA, AZ, 85210	(123) 456-7890	
10938601	JANISERV INTERNATIONAL PO BOX 6991, , BUENA PARK, CA, 90622-6991	(714) 670-1184	
14634401	JANITORIAL SYSTEMS 9631 ALONDRA BLVD., SUITE 200, , BELLFLOWER, CA, 90706-3673	(562) 804-7575	
17525101	JASMINE SIMON AJS JANITORIAL, 3065 SCARLET OAK DR, STOCKTON, CA, 95209	(909) 261-1514	
15219201	JAVIER D MAGANA 15760 FELLOWSHIP ST, , LA PUENTE, CA, 91744	(909) 636-5254	
16162301	JCJ CHAVEZ CONSTRUCTION INC. 115 N. AMERICAN ST., , RIDGECREST, CA, 93555	(760) 608-7426	
12987501	JEAN FRANKLIN 8611 W. CRENSHAW BLVD, SUITE 211, INGLEWOOD, CA, 90305	(562) 537-5346	
15257901	JEFF KOHL ECOBUE OF SOUTHERN CALIFORNIA, 9538 TOPANGA CANYON BLVD, CHATSWORTH, CA, 91311	(818) 882-8088	
13810801	JEFFREY T SODEMAN 12188 CENTRAL AVE., STE. 357, CHINO, CA, 91710	(909) 465-0060	
14101601	JENNIFER MOON BRISENO JANIKING, 2511 W. 73RD ST., LOS ANGELES, CA, 90043	(323) 752-2274	
15459101	JESUS CRUZ 2201 PEYTON, , BURBANK, CA, 91504	(818) 339-1738	
14462701	JESUS GRANADOS 16603 E. CYPRESS ST., , COVINA, CA, 91722	(909) 241-3351	
15290601	JK & MD ENTERPRISE, INC. NRG MAINTENANCE COMPANY, PO BOX 231, BELLFLOWER, CA, 90707	(562) 925-3235	
16186701	JKS MEDICAL SERVICES, INC DBA JKS JANITORIAL SUPPLY COMPANY 23811 HAWTHORNE BLVD, , TORRANCE, CA, 90505	(424) 247-2478	
17248401	JMJ INC. 2365 LA MIRADA, , VISTA, CA, 92081	(760) 295-8107	
15471801	JOHNNIE W MCCLURKIN 9709 NORTHERN DANCER DRIVE, , LAS VEGAS, NV, 89117	(702) 591-4200	
14165001	JOHNSON MAINT & JANITOR.SVS 922 EAST 41ST STREET #4, , LOS ANGELES, CA, 90011	(619) 571-9869	
16566901	JORGE TORRES BROTHERS BUILDING SOLUTIONS, PO BOX 1456, NORWALK, CA, 90651	(562) 304-8586	
14833001	JOSE HERNANDEZ 7911 ARLINGTON AVE 160, , RIVERSIDE, CA, 92503	(951) 343-9648	
17317901	JOSE R PAZ J R P JANITORIAL COMPANY, 2300 E. KILLEN CT, COMPTON, CA, 90221	(323) 687-1247	
16114901	JOSEPH (HWAN) CHA 18816 SAN FERNANDO MISSION BLVD., , NORTHRIDGE, CA, 91326	(818) 822-8023	
15073301	JOSEPH P HOWARD 1240 E ONTARIO STE 102-259, , CORONA, CA, 92881	(951) 990-4628	
17504101	JUAN GOMEZ MARQUEZ JGM JANITORIAL SERVICES, P.O. BOX 881436, LOS ANGELES, CA, 90002	(323) 807-3755	
15304101	JUAN L TIZCARENO 9947 HALIFAX, ST., , VENTURA, CA, 93004	(805) 258-8396	
11861501	JULIE-RENE CLEANING SERVICE 43759 15TH ST. W., SUITE 126, , LANCASTER, CA, 93534-4754	(661) 948-5740	
11845201	JUNG & KANG INC. 7700 ORANGETHORPE AVE., STE. 17, , BUENA PARK, CA, 90621-3465	(714) 521-9450	

14189901	KAISER CARLEEN WAREHOUSE 1375 LOGAN AVE, SUITE L, COSTA MESA, CA, 92626-4016	(714) 429-1900	
17069901	KATTIE A BLACK PO BOX 5184, 1085 E 70TH WAY, LONG BEACH, CA, 90805-0184	(562) 209-1291	Yes
15241401	KDM - STRATUS BUILDING SOLUTION 2045 PELHAM AVE, , LOS ANGELES, CA, 90025	(310) 614-4086	
12640001	KDM CLEANING, INC 13636 VENTURA BLVD., # 461, , SHERMAN OAKS, CA, 91423-3700	(310) 350-0225	
11774901	KEEP IT CLEAN 2419 1/2 3RD AVE, , LOS ANGELES, CA, 90018	(323) 737-7734	
13705701	KEEP IT CLEAN SERVICES PO BOX 211, , LOMITA, CA, 90717	(310) 938-2599	
14950201	KEISHA R POWELL 9101 HAAS AVE, , LOS ANGELES, CA, 90047	(310) 345-0100	
13992901	KEITH B YORK 8255 JOHNSON LANE, , GRANITE BAY, CA, 95746	(916) 797-4020	
14024701	KEITH KANTARIA 1307 6TH STREET, SUITE 210, , CORONA, CA, 92882	(951) 736-1234	
14460301	KEVIN ULLAND 9090 LAS TUNAS DR, , TEMPLE CITY, CA, 91780	(626) 286-1165	
11863101	KIM GARDNER MASTER JANITORIAL MAINTENANCE, 24328 VERMONT AVE., STE. 201, HARBOR CITY, CA, 90710-2300	(800) 631-0040	
14502701	KIM TRIEU PO BOX 4724, , RIVERSIDE, CA, 92514	(951) 329-2170	
15518601	KMC MAINTENANCE AND JANITORIALSERVICES, INC 1543 W. OLYMPIC BLVD, SUITE 302, LOS ANGELES, CA, 90015	(213) 380-9982	
14126901	KYP SERVICES INC. BROTHERS CARPET CARE, 21740 FIGUEROA ST, CARSON, CA, 90745	(760) 275-2016	
4993801	LACM, INC. 18816 SAN FERNANDO MISSION BLVD., , NORTHRIDGE, CA, 91326-2437	(818) 366-8680	
4993802	LACM, INC. 20812 VENTURA BLVD., STE. 105, , WOODLAND HILLS, CA, 91364-2335	(818) 887-3311	
15551501	LAKESH HARRISHIRED HELP 10333 KALMIA ST., , LOS ANGELES, CA, 90002	(323) 997-7132	
13600001	LAKESHA HARRIS 5855 VALLEY DR. UNIT 2019, , NORTH LAS VEGAS, NV, 89031	(323) 997-7132	
17043401	LARON CUE 15651 THREE PALM STREET, , HACIENDA HEIGHTS, CA, 91745	(818) 799-0793	
17082501	LARRY JACKSON JACKSON, JACKSON & ASSOCIATES, 1249 S DIAMOND BAR BLVD, #347, DIAMOND BAR, CA, 91765	(909) 895-7461	
6166702	LARRY THOMAS 5959 W. CENTURY BLVD., STE. 710, , LOS ANGELES, CA, 90045-6508	(000) 000-0000	
14277001	LAWENCE A SAMPLE JANITORIAL SERVICE, 1536 E. HARDING ST., LONG BEACH, CALIF, CA, 90805	(562) 428-1484	
14806401	LEE&LEE JANITORIAL SERVICE INC 6208 NORTH 42ND STREET, , TACOMA, WA, 98407	(253) 761-8665	
12564101	LEE'S MAINTENANCE SERVICE, INC 14740 KESWICK ST., , VAN NUYS, CA, 91405-1205	(818) 988-6644	
15147501	LELA M BLACK 1802 W 50TH ST., , LOS ANGELES, CA, 90062	(323) 327-6808	
15615501	LENA SCOTT DNS SOLUTIONS, 22003 INDEPENDENCIA ST, WOODLAND HILLS, CA, 91364	(818) 292-2460	
12517401	LIBRA CLEANING SERVICES INC 13301 ETON PL., , SANTA ANA, CA, 92705-2117	(714) 538-6660	
11145601	LINCOLN TRAINING CENTER 2643 LOMA AVE., , SOUTH EL MONTE, CA, 91733-1478	(626) 636-2553	
15543101	LINDA J GODLEY 536 E. 99TH STREET, , INGLEWOOD, CA, 90301	(310) 677-1699	
17567101	LOS ANGELES HABILITATION HOUSE, INC. 2041 SAN GABRIEL AVE., , LONG BEACH, CA, 90810-3624	(562) 388-8072	
15757601	LUIISA J SUN 709 N. HIDALGO AVE., , ALHAMBRA, CA, 91801	(626) 423-4871	
16165601	MACADI CORPORATION 26010 ACERO ST. STE.150, , MISSION VIEJO, CA, 92692	(949) 581-3330	
16337201	MAINTENANCE MASTERS 2185 SAMPSON AVE STE#109, , CORONA, CA, 92879	(951) 735-3200	
15763901	MANEEK K SEKHON LIBRA ENTERORISES, PO BOX 11021, FRESNO, CA, 93771	(559) 289-7850	
10992101	MARCELL TEJADA 388 E OCEAN BLVD #102, , LONG BEACH, CA, 90802	(310) 200-9517	
16678601	MARCUS HUGHES ENTERPRISES 11827 LOMA DR #14, , WHITTIER, CA, 90604	(562) 201-8681	
14962001	MARCY J MAPLES JANI KING, 4901 GREEN RIVER RD SPACE 291, CORONA, CA, 92880	(714) 742-8862	
16958901	MARGINAL INVESTMENT HOUSEKEEPERS 'N' ACTION, 4626 PRESIDIO AVE., LOS ANGELES, CA, 90008-4806	(323) 291-7103	
15833701	MARIBEL TORRES BROTHERS CLEANING & MAINTENANCE, 13922 LONGWORTH AVE, NORWALK, CA, 90650	(562) 304-8586	
15833702	MARIBEL TORRES BROTHERS CLEANING & MAINTENANCE, PO BOX 1456, NORWALK, CA, 90651	(562) 304-8586	

13258401	MARINA ZENDIS 14909 ORANGE AVE., , PARAMOUNT, CA, 90723	(562) 634-3005	
17553201	MARK BUFTON PIONEER CLEANING SERVICE, 7871 MISSION GROVE PKWY S.#27, RIVERSIDE, CA, 92508	(442) 222-9956	
15628701	MARQUISE, INC/DBA SERVPRO OF HOLLYWOOD HILLS 5107 HOLLYWOOD BLVD #101., , LOS ANGELES, CA, 90027	(323) 667-3100	
14399101	MARTIN SANCHEZ 403 1/2 220TH STREET, , CARSON, CA, 90745	(310) 872-0453	
11512301	MARY & SON JANITORIAL MAINT. PO BOX 6272, , COMPTON, CA, 90224-6272	(562) 529-5057	
14999701	MARY & SON MAINTENANCE SERVICE PO BOX 6272, , COMPTON, CA, 90224-6272	(562) 529-5057	
12122401	MASTERCARE BUILDING SERVICE INC 12821 WESTERN AVE STE B, , GARDEN GROVE, CA, 92841	(714) 890-7117	
11831501	MATRIX HEALTHCARE DISTRIBUTORS INC. P.O. BOX 19206, , LOS ANGELES, CA, 90019	(323) 356-4908	
5237401	MAXIM BUILDING CARE, INC. 3250 WILSHIRE BLVD., STE. 1103, , LOS ANGELES, CA, 90010	(213) 384-3211	
12157501	MAXIM BUILDING SERVICES, LLC 3540 WILSHIRE BLVD., STE. 711, , LOS ANGELES, CA, 90010-2351	(213) 384-3211	
11294801	MBM PROFESSIONAL JANITORIAL 3250 WILSHIRE BLVD., STE. 1103, , LOS ANGELES, CA, 90010-1513	(213) 383-1849	
11294802	MBM PROFESSIONAL JANITORIAL 1731 HOWE AVE., # 200, , SACRAMENTO, CA, 95825-2209	(213) 383-1849	
11294803	MBM PROFESSIONAL JANITORIAL 3010 WILSHIRE BLVD., # 339, , LOS ANGELES, CA, 90010-1146	(213) 383-1849	
11175801	MERCHANTS BUILDING MAINTENANCE LLC 786 MONTEREY PASS RD., , MONTEREY PARK, CA, 91754	(323) 446-0545	
15694801	METRO SERVICES SOUTH 5057 W WASHINGTON BLVD, , LOS ANGELES, CA, 90016	(562) 234-9650	
16128101	MH MAINTENANCE 9605 ARROW ROUTE SUITE E, , RANCHO CUCAMONGA, CA, 91730	(909) 437-6666	
14112601	MICHAEL HOWARD 73985 1/2 HWY 111, , PALM DESERT, CA, 92253	(760) 771-0159	
17207201	MICHAEL L TYNING – FRANK E TYNING DIAL GENERAL ENGINEERING, 2226 ALTA VISTA, BAKERFIELD, CA, 93305	(661) 301-5611	
17328101	MICHELLE THORNTON GREEN ARM COMMERCIAL CLEANING, 1390 WELLINGTON DRIVE, PALMDALE, CA, 93551	(424) 281-4540	
15918701	MID-CITY MAINTENANCE SERVICE INC. 4827 S CENTRAL AVENUE, STE 1106, LOS ANGELES, CA, 90011	(323) 610-4427	
15228201	MILLENNIUM MAINTENANCE SYSTEMS 26007 HUNTINGTON LANE STE 11, , VALENCIA, CA, 91355	(661) 645-7199	
14177701	MOLDWASH - MOLDBOXER SALES L 9601 WILSHIRE BLVD, SUITE 620, BEVERLY HILLS, CA, 90210-5202	(310) 271-5005	
15285701	MOON H HAHN PACIFIC COMMERCIAL COMPANY, 3450 WILSHIRE BLVD STE 704, LOS ANGELES, CA, 90010	(213) 422-7722	
14296801	MOORE MAINTENANCE & JANITORIALSERVICES, INC. SERVICES, INC., 69730 HIGHWAY 111, SUITE 106A, RANCHO MIRAGE, CA, 92270	(909) 885-7840 Ext:10	
16155601	MORAN JANITORIAL SERVICE 9605 ARROW ROUTE SUITE E, , RANCHO CUCAMONGA, CA, 91730	(909) 466-0333	
14604701	MT SUPPLY INC MACHINE TOOL SUPPLY INC, 3505 CADILLAC AVE SUITE K-2, COSTA MESA, CA, 93510	(000) 000-0000	
16345801	MYSOURCE LLC 2652 CUDAHY STREET, UNIT A, HUNTINGTON PARK, CA, 90255	(213) 986-8471	
13875601	NARCISO MARTINEZ SERVICE, 1071 E 48 TH ST SUIT 202, LOS ANGELES, CA, 90011	(323) 992-3478	
15767401	NATIONWIDE JANITORIAL CORP. 632 EXECUTIVE DRIVE, , WILLOWBROOK, IL, 60527	(630) 323-8400	
5117801	NATURAL BUILDING MAINTENANCE C 16610 SOUTH WESTERN AVENUE., , GARDENA, CA, 90247-5214	(310) 512-6300	
16036001	NATURALLY GREEN PRODUCTS LLC 485 S KIRKMAN RD., SUITE 201, ORLANDO, FL, 32811	(845) 416-0732	
13489801	NELLIE GOMEZ P.O. BOX 31373, , LOS ANGELES, CA, 90031	(626) 755-8896	
15056201	NELSEN'S JANITORIAL SERVICE PO BOX 4289, , PALM SPRINGS, CA, 92263-4289	(760) 567-0149	
13231101	NEW ERA SERVICES INC 1736 E CHARLESTON BLVD, SUITE164, LAS VEGAS, NV, 89104	(323) 643-5703	
11990901	NEW WORLD SERVICE, INC. 1050 S. PRAIRIE AVE., , INGLEWOOD, CA, 90301-4120	(310) 645-1000	
10543501	NEWPOINT MANAGEMENT, LLC 144 GREENBRIAR LN., , LA PUENTE, CA, 91744-4742	(626) 330-1958	
15646301	NICHOLE C ALT GREEN & CLEAN CEILING PROS 1004 E. WINGATE ST., , COVINA, CA, 91724	(626) 922-9720	
15747401	NICKI D DE HAVEN 13550 RYE ST #3, , SHERMAN OAKS, CA, 91423	(818) 456-8472	
14952901	NMS MANAGEMENT, INC. 155 WEST 35TH STREET, SUITE A, , NATIONAL CITY, CA, 91950	(619) 425-0440	
14753901	NOBLE KNIGHT HOLDINGS CORP 270 EAST DOUGLAS AVE., , EL CAJON, CA, 92020	(619) 567-5240	

14157301	NOBLE L ROBINSON III 12223 HIGHLAND AVE., SUITE 203, , RANCHO CUCAMONGA, CA, 91739	(909) 437-1094	
13161001	NOON PRODUCTIONS, LLC P. O. BOX 802874, , SANTA CLARITA, CA, 91380	(661) 313-4227	
15281301	NORMA A CRUZ 210 E AVENUE 39, , LOS ANGELES, CA, 90031	(213) 999-3084	
15294801	NOVA COMMERCIAL CO., INC. 1535 TIDELANDS AVE STE C, , NATIONAL CITY, CA, 91950	(510) 728-7000	
16842701	OCPC, INC. 1726 S. GRAND AVENUE, , SANTA ANA, CA, 92705	(714) 551-9808 Ext:1000	
13139401	OCTI-KLEEN JANITORIAL SERVICES PO BOX 4787, , DOWNEY, CA, 90241	(562) 305-6347	
14293801	OJS SYSTEMS, INC. PO BOX 671744, , MARIETTA, GA, 30006	(770) 975-9343	
11503501	ONYX WORLD COMPANIES INC. 6112 S. CROFT AVE., , LOS ANGELES, CA, 90056-1615	(323) 293-3874	
11427301	OPENWORKS 4300 LONG BEACH BLVD., STE. 100, , LONG BEACH, CA, 90807-2008	(562) 428-9210 Ext:105	
15481901	OUTSOURCE COMPANY INC 5322 CRENSHAW, , LA, CA, 90043	(323) 404-0014	
13844101	P.J. LAMANNA, INC P.O. BOX 936082, , MARGATE, FL, 33093	(877) 477-8624	
15307501	PACIFIC BUILDING CARE 5120 GOLDFLEAF CIRCLE, SUITE 120, LOS ANGELES, CA, 90056	(800) 700-7271 Ext:318	
14851401	PACIFIC PREMIUM SERVICES, INC. 238 W. 60TH ST., , LOS ANGELES, CA, 90003	(323) 243-3264	
3058001	PACIFIC SUN MAINTENANCE CO INC 1101 CRENSHAW BLVD. 103, , LOS ANGELES, CA, 90019	(323) 938-2100	
15117501	PAN WORLD INC 13071 ROSECRANS AVE, , SANTA FE SPRINGS, CA, 90670	(562) 282-0440	
15750301	PARADISE CLEANING SOLUTIONS 169 ATLANTIC STREET, , POMONA, CA, 91768	(909) 598-0314	
16820601	PARAGON INTERNATIONAL INC 2885 NORTH BERKELEY LAKE RD SUITE 17, , DULUTH, GA, 30096	(770) 495-7565 Ext:12	
13821401	PARENT TO PARENT, INC. FAMILY EMPOWERMENT, 2450 N. SANTA ANA BLVD., LOS ANGELES, CA, 90059	(323) 209-7009	
12544001	PASADENA CONSTRUCTION & INTERIORS, 135 N MARENGO AVE, PASADENA, CA, 91101	(626) 356-9600	
4678601	PATTEN ENERGY ENTERPRISES, INC 3437 S MAIN ST., , LOS ANGELES, CA, 90007	(323) 235-3500	Yes
13530501	PAUL A COFFELT 1191 W CALLE DEL SOL #2, , AZUSA, CA, 91702	(760) 470-2870	
14845401	PBMS INC PREMIER BUILDING MAINT SERV., 1909 WILSHIRE BLVD., LOS ANGELES, CA, 90057	(213) 386-2552	
10122001	PEARCE BUILDING SERVICES 480 CAPRICORN ST., , BREA, CA, 92821-3203	(714) 990-6677 Ext:40	
2290401	PEDUS BUILDING SERVICES, INC. 601 POTRERO GRANDE DR. # 300, , MONTEREY PARK, CA, 91755-7407	(323) 837-0222	
2290402	PEDUS BUILDING SERVICES, INC. 3500 W. 1ST ST., , LOS ANGELES, CA, 90004-5901	(213) 386-8480	
11768301	PEDUS SERVICE 601 POTRERO GRANDE DR., , MONTEREY PARK, CA, 91755-7407	(323) 837-0250	
14475001	PEGASUS CLEANROOM SERVICES PEGASUS BUILDING SERVICES COMP, 7554 TRADE STREET, SAN DIEGO, CA, 92121-9212	(858) 444-2290 Ext:12	
15846301	PERFORMANCE CLEANROOM SERVICES 28892 MARGUERITE PARKWAY, SUITE 210, , MISSION VIEJO, CA, 92692	(949) 364-4364	
6236601	PIONEER CHEMICAL CO 13717 S NORMANDIE AVE., , GARDENA, CA, 90249-2609	(310) 366-7393	
52870701	PJ CEPHAS CORPORATION PJ CEPHAS CORPORATION, P O BOX 950364, MISSION HILLS, CA, 91395-0364	(818) 890-2500	
52870702	PJ CEPHAS CORPORATION 15643 SHERMAN WAY., STE. 220, , VAN NUYS, CA, 91406-4174	(818) 756-5475	
50737901	PORSHIA ALEXANDER OF AMERICA PO BOX 2427, , COVINA, CA, 91722-8427	(111) 111-1111 Ext:11	
50737902	PORSHIA ALEXANDER OF AMERICA 909 S. GLENDORA AVE., , WEST COVINA, CA, 91790-4205	(626) 966-1203	
16035801	POWER CLEAN JANITORIAL, INC 25122 WILEY CANYON RD., , NEWHALL, CA, 91321	(661) 297-2539	
52514001	PREMIER BUILDING MAINTENANCE 1909 WILSHIRE BLVD, , LOS ANGELES, CA, 90057	(213) 386-2552	
15120301	PREMIER SERVICES LLC 1101 S ALLEN ST., , POPLARVILLE, MS, 39470-3117	(601) 307-1152	
15146001	PREMIER UPKEEP LLC 10641 HALBRENT AVE., , MISSION HILLS, CA, 91345	(818) 470-4965	
13696801	PRIDE INDUSTRIES 10030 FOOTHILLS BLVD., , ROSEVILLE, CA, 95747-7102	(916) 788-2136	
14588801	PRIDE INDUSTRIES 10030 FOOTHILLS BLVD., , ROSEVILLE, CA, 95747	(916) 698-8830	
14588802	PRIDE INDUSTRIES PO BOX 39000 DEPT 34140, , SAN FRANCISCO, CA, 94139	(916) 788-2200	

14336401	PRIME C & K INC 148 S GRAMERCY PL STE 3, , LOS ANGELES, CA, 90004	(323) 228-6566	
17291401	PRIORITY SERVICES LLC 521 MERCURY LANE, , BREA, CA, 92821	(951) 255-2940	
15598601	PRITCHARD SPORTSPRITCHARD SPORTS & ENTERTAINME 2147 PRIEST BRIDGE DR STE 5, , CROFTON, MD, 21114	(410) 451-8448	
16455801	PROFESSIONAL CLEANING SERVICE, INC. 12412 DESTINO ST, , CERRITOS, CA, 90703	(562) 219-9297	
14311101	PYRAMID BUILDING MAINTENANCE PACIFIC BUILDING MAINTENANCE, 4747 OCEANSIDE BLVD., SUITE E, OCEANSIDE, CA, 92056-3054	(760) 643-9239 Ext:104	
14832301	QCS BUILDING SERVICES INC 39215 BEACON LN, , PALMDALE, CA, 93551	(661) 236-8615	
13899001	QUALITY BUILDING & MAINTENANCE SERVICES, 9432 EAST AVE T2, LITTLEROCK, CA, 93543	(661) 944-4680	
14462201	QUEEN M DAVIS MEDICAL SUPPLY CARRIER, 1807 SOUTH GENESEE AVE, LOS ANGELES, CA, 90019-5032	(323) 933-9014	
17216601	R & I ASSOCIATES INC ROBS MAINTENANCE, 13128 TELEGRAPH RD. SUITE B, SANTA FE SPRINGS, CA 90670, CA, 90670	(562) 944-2227	
11610301	R AND D OPTIONS P.O. BOX 508, , NORWALK, CA, 90651	(562) 863-1949	
16403101	RALPH MOSLEY JR 2422 W 6TH STREET, , SAN BERNARDINO, CA, 92410	(909) 512-2284	
15819801	RAMAAN HALL HALL PROPERTY SERVICES, 503 N MAYO AVENUE, COMPTON, CA, 90221	(702) 741-0957	
15057201	RASHEEDA RASHID 45433 MAYS CT, , LANCASTER, CA, 93535	(661) 916-6510	
16479801	RASHIDAH'S UNIQUE BROOM-R.U.B., INC. DBA AK COMMERCIAL & CON 2907 SHELTER ISLAND DRIVE, SUITE 174, SAN DIEGO, CA, 92106	(619) 347-2434	
14004701	RAUL LOPEZ 360 GRAND AVE, 379, OAKLAND, CA, 94610	(510) 798-5496	
16804601	RAYMOND EALY PO BOX 6024, , ALTADENA, CA, 91003-6024	(626) 676-5123	
11260801	RAYMOND MONTCLAR 3720 BRAYTON AVE., , LONG BEACH, CA, 90807-4223	(562) 424-3948	
14297201	RECHELLE G BRIZUELA 540 LINDEN DR., , OXNARD, CA, 93033	(805) 987-8076	
15917701	RELAX BUILDING SERVICES 9114 ALONDRA BLVD, , BELLFLOWER, CA, 90706	(562) 281-9451	
11744501	RELIANCE SERVICE GROUP PO BOX 180, , NEW CUYAMA, CA, 93254-0180	(714) 418-2960 Ext:228	
11101401	RELIANCE SUPPORT SREVICES 7004 N. HALF MOON DR., APT. C, , BAKERSFIELD, CA, 93309-7864	(661) 301-2861	
14755301	RESICOMM INTERNATIONAL 8939 S. SEPULVEDA BLVD, SUITE 304, LOS ANGELES, CA, 90045	(310) 258-9097	
13091601	RESOURCE UNLIMITED 7049 N. FAIRCHILD CR, , MILWAUKEE, WI, 53217	(414) 350-7456	
15855201	RICARDO HUERTA 4740 MINSTREL DR., , PALMDALE, CA, 93552	(818) 489-6032	
13254701	RICHARD DAWES 14731 FRANKLIN AVE., SUITE K, , TUSTIN, CA, 92780	(714) 368-1832	
16202801	RICK MANZANARES 11916 HAYFORD ST., , NORWALK, CA, 90650	(562) 650-9664	
12465701	ROBERT GREEN PO BOX 1446, , INDIO, CA, 92202	(310) 293-8770	
14947201	ROBERT H PEDDER EXPERT BUILDING MAINTENANCE, 1871 TAPO STREET, SIMI VALLEY, CA, 93063	(805) 520-1580	
12494801	ROBIN JONES 514 W. AMERIGE AVE., , FULLERTON, CA, 92832-1703	(800) 390-6594	
15066901	RODERICK BROOKS ALL PHAZES CLEANING SERVICE, 5440 CRENSHAW BLVD STE 16, LOS ANGELES, CA, 90043	(702) 272-4050	
5104401	ROGAN BUILDING SERVICES, INC. 1521 7TH ST., , RIVERSIDE, CA, 92507-4454	(909) 248-1261	
5104402	ROGAN BUILDING SERVICES, INC. 1245 N. FITZGERALD AVE., , RIALTO, CA, 92376-8615	(000) 000-0000	
14292601	ROLANDO C GARCIA 19730 BYRNE PLACE, , SAUGUS, CA, 91350	(310) 946-7144	
15912601	ROSE MCCOPPIN 4019 VERDUGO RD, , LOS ANGELES, CA, 90065	(213) 422-0421	
17616901	ROSE'S MAID SERVICE LLC 29131 ESCALANTE RD, , QUAIL VALLEY, CA, 92587	(619) 846-3438	
5120001	ROYAL CREST BUILDING MT 8601 ROLAND ST., STE. A, P.O. BOX 391, BUENA PARK, CA, 90621-4813	(714) 562-5034	
17480401	RR FRANCHISING INC VANGUARD CLEANING SYSTEMS, 6281 BEACH BLVD., SUITE 225, BUENA PARK, CA, 90621	(714) 228-1940 Ext:208	
17097501	RUBRIC CLEANING SERVICES, INC 24816 EILAT STREET, , WOODALND HILL, CA, 91367	(818) 415-9595	Yes
15728301	S & S MANAGEMENT SERVICES LLC PROFESSIONAL BUILDING MAINTENANCE, 1299 E ARTESIA BLVD STE 230, CARSON, CA, 90746	(424) 213-4112	
16427201	S & W JANITORIAL SERVICES, INC 2711 JEFFERSON BLVD, , LOS ANGELES, CA, 90018	(323) 733-7800	

17374301	S&B WHOLESALE LLC 20928 OSBOURNE ST UNIT F , CANOGA PARK, CA, 91304	(818) 453-0799	
15299701	SAFETY SHINE MAINTENANCE & SUP 3623 JASMINE AVE, 111, LOS ANGELES, CA, 90034	(310) 717-4289	
15424001	SAMANTHA CHUNG 400 S. HARVARD BLVD, #307, , LOS ANGELES, CA, 90020	(310) 923-6707	
14986301	SAMUEL METZNER & MELISSA METZNER - JANI KING, 5536 LINDLEY AVE SUITE 331, ENCINO, CA, 91316	(323) 854-1784	
15041301	SARAYAN BUILDING SOLUTIONS STRATUS BUILDING SOLUTIONS, 16530 VENTURA BLVD 204, ENCINO, CA, 91316	(818) 981-1700	
15041302	SARAYAN BUILDING SOLUTIONS 600 N. MOUNTAIN AVE. STE C-203, , UPLAND, CA, 91786	(909) 527-7110 Ext:102	
17072101	SATURDAY BUILDING MAINTENANCE INC PO BOX 341, 124 AVEADOR UNIT 1 CAMARILLO CALIF 93010, NEWBURY PARK, CA, 91320	(805) 987-4210	
16303401	SC PRIMESOURCE, INC. 1756 CRENSHAW BLVD., , LOS ANGELES, CA, 90019	(323) 732-3600	
15617301	SCOTT L LINDSTROM 12127 MALL BLVD., STE A # 476, VICTORVILLE, CA, 92392	(877) 216-9590	
12075301	SELF'S JANITORIAL SERVICE 332 W. 2ND ST., , PERRIS, CA, 92570-2004	(909) 657-5312	
13120601	SERV 1 JANITORIAL 39252 WINCHESTER RD., #107-358, , MURRIETA, CA, 92563	(951) 541-8752	
3123201	SERVICEMASTER CBM 2010 W. AVENUE K, # 478, , LANCASTER, CA, 93536-5229	(661) 948-5287	
13690501	SERVICON SYSTEMS INC 3965 LANDMARK ST., , CULVER CITY, CA, 90232	(310) 204-5040 Ext:246	
11598901	SHAMEKA HULL SCHOLARSHIP 20539 S. VERMONT AVE., UNIT. 7, , TORRANCE, CA, 90502-3109	(310) 323-2327	
11826901	SHATTO CORPORATION 425 SHATTO PL STE A-1, , LOS ANGELES, CA, 90020	(213) 384-8332	
11826902	SHATTO CORPORATION 425 SHATTO PL STE A-1, , LOS ANGELES, CA, 90020	(213) 384-8332	
16118701	SHELTERCLEAN SERVICES, INC. 11065 PENROSE STREET, , SUN VALLEY, CA, 91352	(818) 767-9162 Ext:26	
16118702	SHELTERCLEAN SERVICES, INC. PO BOX #768 MIDTOWN STATION, , NEW YORK, NY, 10018	(516) 561-1700	
14599401	SHERI W DALE 6829 LANKERSHIM BLVD., SUITE 2, NORTH HOLLYWOOD, CA, 91605	(888) 468-9188	
12656001	SHERRY HYMAN 186 KETTLE CREEK, , BEAUMONT, CA, 92223	(951) 769-4968	
15543601	SHIBRO LLCDBA JAN-PRO OF THE WEST 3540 WILSHIRE BLVD #807, , LOS ANGELES, CA, 90010	(213) 355-1212 Ext:302	
10169601	SHIRLEY WILSON 12441 AVOCADO AVE., , CHINO, CA, 91710-2713	(909) 465-0626	
14060001	SHYP BIOTECHNICAL CLEANING, LL 320 N E STREET SUITE 302, , SAN BERNARDINO, CA, 92401	(951) 582-0931	
12055001	SIERRA JANITORIAL SERVICES INC 4455 CASA GRANDE CIRCLE 119, , CYPRESS, CA, 90630	(714) 761-2050	
16801801	SIGNATURE BUSINESS CONSULTING 8255 JOHNSON LN, , GRANITE BAY, CA, 95746	(916) 878-0903	
15654401	SILVIA J SOLANO ELITE CLEANING SERVICES, 1426 HILL DRIVE, LOS ANGELES, CA, 90041	(323) 259-5701	
15293701	SIMONS CLEANING SERVICE 1173 MAAG PLACE, , FULLERTON, CA, 92833	(714) 225-0004	
13920501	SOLUTION1 BUILDING SERVICES 855 N HAMILTON BLVD, , POMONA, CA, 91768	(562) 261-5676	
6117301	SOUTHERN BUILDING MAINTENANCE 836 CRENSHAW BLVD., STE. 102, , LOS ANGELES, CA, 90005-3631	(323) 931-1551	
6117302	SOUTHERN BUILDING MAINTENANCE 3921 WILSHIRE BLVD., STE. 303, , LOS ANGELES, CA, 90010-3329	(323) 931-1551	
14581501	SPARKLING CLEAN CLEANING 5444 CRENSHAW BLVD STE 207, , LOS ANGELES, CA, 90043	(323) 290-3935	Yes
10154401	SQWEEKY KLEEN MAINTENANCE 821 EDGEWOOD ST., APT. 7, , INGLEWOOD, CA, 90302-6815	(310) 672-4309	
52732401	STANLEY STEEMER OF LOS ANGELES 841 W FOOTHILL BLVD, , AZUSA, CA, 91702-2815	(626) 945-5543	
12408101	START FRESH BUILDING 7007 WASHINGTON AVE., STE. 260, , WHITTIER, CA, 90602-3621	(562) 698-5753	
73701	STATE OF CALIFORNIA PRISON INDUSTRY AUTHORITY 560 E. NATOMA ST., , FOLSOM, CA, 95630-2233	(916) 358-0306	
73703	STATE OF CALIFORNIA PRISON INDUSTRY AUTHORITY PO BOX 1031, , CHINO, CA, 91708-1031	(000) 000-0000	
14576301	STEVE ALEXIS 2222 NEILSON WAY, , SANTA MONICA, CA, 90405-2281	(310) 428-1343	
17354801	STEVE EISNER 14558 SYLVAN ST., , VAN NUYS, CA, 91411	(818) 787-2116 Ext:101	
16539701	STRATEGIC FACILITY SOLUTIONS, INC. 28 SALT SPRAY DRIVE, , LAGUNA NIGUEL, CA, 92677	(714) 293-9147	
5706901	SUPERIOR ENVIRONMENTAL PO BOX 19784, , SAN DIEGO, CA, 92159-0784	(619) 462-7079	

10374201	SUPPORT SERVICES OF AMERICA INC, 12440 FIRESTONE BLVD., STE. 312, NORWALK, CA, 90650-4399	(509) 979-3900	
14347201	SURETECK INDUSTRIAL & COMMERCIAL SERVICES INC., 860 E COTTONWOOD STREET, ONTARIO, CA, 91761	(951) 529-7556	
16681701	SUZETTE GEORGE CHLOE JANITORIAL SERVICE, 101 N. VICTORY BLVD L126, BURBANK, CA, 91502	(818) 641-1158	
14144701	SWAYZER'S INC. 1663 E. DEL AMO , CARSON, CA, 90746	(323) 979-7223	
16011001	SYLVIA D CALLOWAY 9507 CLOVIS AVE #1, LOS ANGELES, CALIF, CA, 90002	(323) 357-9535	
51890301	SYSTEMS MANAGEMENT, INC. 1635 N. LAKE AVE., PASADENA, CA, 91104-2321	(626) 791-1388	
14633001	T & T JANITORIAL, INC. P.O. BOX 261401, , SAN DIEGO, CA, 92196	(858) 336-8837	
14315601	T&J BUILDING CLEANING SERVICE 27940 SOLAMINT RD APT SUITE 4-103, , SANTA CLARITA, CA, 91387	(661) 476-8854	
16990601	TAIWAN CENTER FOUNDATION OF GREATER LOS ANGELES 3001 WALNUT GROVE AVE., , ROSEMEAD, CA, 91770	(626) 307-4881	
13234001	TAM DOAN 9088 DEWSBURY AVE., , SAN DIEGO, CA, 92126	(858) 336-8837	
12228401	TAMARA CAUDILL 41024 16TH ST. W., , PALMDALE, CA, 93551-2145	(661) 273-6692	
12228402	TAMARA CAUDILL 34623 RED ROVER MINE ROAD, , ACTON, CA, 93510	(661) 273-6692	
10320501	TAPIA BROTHERS CO. 6019 DISTRICT BLVD., , MAYWOOD, CA, 90270-3560	(323) 560-7415 Ext:110	
16731901	TATIANA CARRABY GLOSSY MAIDS, 10008 NATIONAL BL #280, LOS ANGELES, CA, 90034	(310) 218-2816	
10807601	TEAM-ONE EMPLOYMENT SPECIALIST 2999 OVERLAND AVE., STE. 130, , LOS ANGELES, CA, 90064-4256	(310) 841-4100	
10946701	THE CHRYSALIS CENTER 1853 LINCOLN BLVD. , SANTA MONICA, CA, 90404	(310) 401-9382	
10946702	THE CHRYSALIS CENTER 522 S. MAIN ST., , LOS ANGELES, CA, 90013	(213) 806-6368	
11465401	THE HARPER GROUP 18226 W. MCDURMOTT, STE. B, , IRVINE, CA, 92614-4750	(949) 223-8894	
14323501	THE JANITORIAL COMPANY 13686 S. CEDAR AVE. , FRESNO, CA, 93725	(559) 896-2122	
14968301	THE MAULL GROUP 4082 S CLOVERDALE AVE. , LOS ANGELES, CA, 90008-1033	(323) 291-5759	
14282001	THE PAR 3 GROUP 101 ATLANTIC AVE., STE. 104, LONG BEACH, CA, 90802	(562) 537-7528	
52057801	THE RESOURCE COLLECTION 4901 W. ROSECRANS AVE., , HAWTHORNE, CA, 90250-6615	(310) 219-3272 Ext:126	
16353701	THE TRANZONIZ COMPANY CCP INDUSTRIES, 26301 CURTIS WRIGHT PARKWAY STE 200, RICHMOND HEIGHTS, OH, 44143	(800) 321-2840	
12925501	THEDA HOGUE SPECIAL TOUCH CLEANING SERVICE, P.O. BOX 8144, NORTHRIDGE, CA, 91327	(818) 894-8433	
13907901	THEO HILL 4180 MOUNT VERON DRIVE, , LOS ANGELES, CA, 90008	(310) 259-4520	
12121801	THOMAS F PULA AIR DUCT CLEANING COMPANY, 2219 BROADVIEW DR., GLENDALE, CA, 91208-1311	(818) 249-3620	
16862901	THOMAS WASHINGTON III ORELIA, THELMA & THOMAS, 1874-B EAST MAIN STREET, BARSTOW, CA, 92311	(760) 818-4113	
14721501	THOROUGH CLEANING SERVICES 4103 SANTA ROSALIA DR. , LOS ANGELES, CA, 90008	(323) 301-5980	
16942101	TINA M COLEMAN 21728 HAWAIIAN AVE. , HAWAIIAN GARDENS, CA, 90716	(562) 286-3120	
16859201	TJS SERVICES INC 20720 VENTURA BLVD # 215. , WOODLAND HILLS, CA, 91364	(877) 554-8577	
12948701	TK CLEANING SERVICES 2260 E AVE Q4, UNIT 66, , PALMDALE, CA, 93550	(661) 449-7097	
13282201	TKH DESIGN, INC. 1020 N. BATAVIA ST. SUITE M, , ORANGE, CA, 92867	(714) 289-0344	
12797701	TONY GARCIA 4101 PARAMOUNT BLVD., SPC. 32, , PICO RIVERA, CA, 90660-6029	(714) 936-9397	
16817401	TOOBA SIDIKI 7657 WINNETKA AVE # 508, , WINNETKA, CA, 91306	(818) 792-6646	
14953501	TOPFLITE BUILDING SERVICES INC 930 KENNEDY STREET, NW, , WASHINGTON, DC, 20011	(202) 726-2500	
15169901	TOTAL KONCEPTS ACS INC 3166 E PALMDALE BLVD STE 116, , PALMDALE, CA, 93550	(661) 273-0352	
17053901	TOTAL KONCEPTS ENVIRONMENTAL SERVICES INC 514 COMMERCE AVE, SUITE C, , PALMDALE, CA, 93551	(661) 273-0352	
14140501	TOTAL MAINTENANCE GROUP 6910 OSLO CIRLE STE 205, , BUENA PARK, CA, 90623	(714) 228-9191	
16114001	TRIANGLE SERVICES, INC. 10 FIFTH STREET, 2ND FLOOR, VALLEY STREAM, NY, 11581	(516) 561-1700 Ext:214	
16516001	TRUEBLUE COMMERCIAL CLEANING SERVICES, INC. PO BOX 4724, , RIVERSIDE, CA, 92514	(951) 329-2170	

16156901	TRUSTED HAND SERVICE, INC. 1010 N. DAVIS STREET, , JACKSONVILLE, FL, 32209	(904) 232-6300	
16446501	TS STAFFING SERVICES, INC. 160 BROADWAY 15TH FLOOR, , NEW YORK, NY, 10038	(212) 346-7960 Ext:581	
14741601	TWO-81 JANITORIAL 11150 GLENOAKS ST., SUITE 141, , PACOIMA, CA, 91331	(818) 425-8968	
14792701	ULTIMATE CLEANING SOLUTIONS 15838 SILVERGROVE DR. , WHITTIER, CA, 90604	(562) 631-4947	
11280301	ULTIMATE MAINTENANCESERVICE INC. 4237 REDONDO BEACH BLVD., , LAWNDALE, CA, 90260-3341	(310) 542-1474 Ext:18	
16277101	UMANGA WICKRAMASINGHE 25952 VOLTAIRE PLACE, , STEVENSON RANCH, CA, 91381	(661) 310-7787	
10506601	UNISERVE FACILITIES SERVICES CORP 2363 SOUTH ATLANTIC BLVD. , COMMERCE, CA, 90040	(213) 533-1000 Ext:7117	
436101	UNISOURCE WORLDWIDE INC 6565 VALLEY VIEW ST. , LA PALMA, CA, 90623	(714) 690-6626	
436102	UNISOURCE WORLDWIDE INC 20 CENTERPOINTE DR SUITE #130, , LA PALMA, CA, 90623	(714) 690-6626	
436103	UNISOURCE WORLDWIDE INC 515 WEST 132 STREET, , LOS ANGELES, CA, 90248	(310) 532-4800 Ext:357	
436104	UNISOURCE WORLDWIDE INC FILE 57006, , LOS ANGELES, CA, 90074-7006	(111) 111-1111	
436106	UNISOURCE WORLDWIDE INC DEPT. 2-1952, , LOS ANGELES, CA, 90088	(323) 725-3700	
436107	UNISOURCE WORLDWIDE INC 20 CENTERPOINTE DRIVE SUITE 130, , LA PALMA, CA, 90623	(800) 544-0860 Ext:2341	
436108	UNISOURCE WORLDWIDE INC 2600 SOUTH COMMERCE WAY, , CITY OF COMMERCE, CA, 90040	(818) 426-4865	
436109	UNISOURCE WORLDWIDE INC XPEDX LLC, 7500 AMIGOS AVENUE, DOWNEY, CA, 90242	(562) 922-7900 Ext:1259	
15076601	UNITED SANITARY SUPPLY INC 451 CONSTITUTION AVE. , CAMARILLO, CA, 93012	(805) 484-9554	
15736101	UNIVERSAL BUILDING MAINTENANCE 1551 N. TUSTIN AVE., STE. 650, SANTA ANA, CA, 92705	(562) 708-2158	
15119101	UNIVERSAL BUILDING MAINTENANCEBUILDING MAINTENANCE OF TODAY BUILDING MAINTENANCE OF TODAY, 2030 E 4TH ST STE 225, SANTA ANA, CA, 92705	(714) 835-9621	
4613701	UNIVERSAL SPECIALTIES INC 30081 AHERN AVE. , UNION CITY, CA, 94587	(510) 489-3444	
4613702	UNIVERSAL SPECIALTIES INC PO BOX 5035, , UNION CITY, CA, 94587-8535	(800) 453-1445	
4613703	UNIVERSAL SPECIALTIES INC PO BOX 5035, 2821 FABER ST, UNION CITY, CA, 94587-8535	(000) 000-0000	
4613705	UNIVERSAL SPECIALTIES INC 2075 E APPLETON ST SUITE 25, , LONG BEACH, CA, 90803	(714) 437-4173	
13811401	UNIVERSO CLEANING INC. 111 S. GARFIELD BLVD., STE 101-A, , MONTEBELLO, CA, 90640	(323) 574-0089	
11230401	UNLIMITED SERVICES AIRCLEAN 11856 BALBOA BLVD., SUITE 202, , GRANADA HILLS, CA, 91344	(818) 886-9522	
14719101	US BUILDING SERVICE INC 7581 COMMONWEALTH AVE. , BUENA PARK, CA, 90621	(714) 736-5454	
5116601	US METRO GROUP, INC. 605 S. WILTON PLACE, , LOS ANGELES, CA, 90005	(213) 382-6435	
5116602	US METRO GROUP, INC. 3171 W. OLYMPIC BLVD. #553, , LOS ANGELES, CA, 90006	(213) 382-7310	
13133801	VALLEY LIGHT INDUSTRIES INC 5358 IRWINDALE AVE, UNIT B, BALDWIN PARK, CA, 91706	(626) 337-6200	
15295401	VALLEY MAINTENANCE CORP 680 WILSHIRE PL STE 406, , LOS ANGELES, CA, 90005	(213) 500-7213	
15295402	VALLEY MAINTENANCE CORP 3660 WILSHIRE BLVD SUITE 506, , LOS ANGELES, CA, 90010	(213) 388-3370	
12546201	VER-O-ROSES MAINTENANCE, INC. DBA - AVOR, 2429 AGOSTINO DR., ROWLAND HEIGHTS, CA, 91748-4318	(626) 839-6717	
14479901	VIC'S HAULING & CLEANUP 14840 LINDHALL WAY, , WHITTIER., CA, 90604	(562) 944-6606	
14962801	VINCE WOOD PO BOX 90693, , CITY OF INDUSTRY, CA, 91715	(562) 331-0301	
16226101	VINCENT NUNO 10 NORTH VALLEY CT, , CHICO, CA, 95973	(530) 588-8022	
11050701	VISTA HEALTH INFORMATION SRVCS 3663 NEWTON STREET, , TORRANCE, CA, 90505	(424) 333-2671	
4356801	W.W. GRAINGER, INC. 8930 WINNETKA AVE., , NORTHRIDGE, CA, 91324-3234	(818) 341-2317	
4356802	W.W. GRAINGER, INC. 570 S. ALAMEDA ST., , LOS ANGELES, CA, 90013-1726	(310) 779-7398	
4356803	W.W. GRAINGER, INC. GRAINGER, DEPT 836095992, PALATINE, IL, 60038-0001	(408) 432-8200	
4356804	W.W. GRAINGER, INC. DEPT. 859532145, , PALATINE, IL, 60038-0001	(818) 341-2808	
4356805	W.W. GRAINGER, INC. DEPT. 440-819796806, , PALATINE, IL, 60038-0001	(310) 397-1596	

4356806	W.W. GRAINGER, INC. DEPT. 821572658, , PALATINE, IL, 60038-0001	(310) 669-4216	
4356807	W.W. GRAINGER, INC. DEPT. 805594207, , PALATINE, IL, 60038-0001	(213) 624-8733	
4356808	W.W. GRAINGER, INC. 2211 E. OLYMPIC BLVD., , LOS ANGELES, CA, 90021-2521	(213) 624-8733	
4356809	W.W. GRAINGER, INC. DEPT. 877855999, , PALATINE, IL, 60038-0001	(877) 202-2594	
4356810	W.W. GRAINGER, INC. DEPT 880222427, , PALATINE, IL, 60038-0001	(877) 202-2594	
4356811	W.W. GRAINGER, INC. DEPT. 805296175, , PALATINE, IL, 60038-0001	(213) 624-8733	
4356812	W.W. GRAINGER, INC. DEPT. 835230731, , PALATINE, IL, 60038-0001	(818) 337-7668	
4356813	W.W. GRAINGER, INC. DEPT. 805242765, , PALATINE, IL, 60038-0001	() -	
4356814	W.W. GRAINGER, INC. DEPT. 817855117, , PALATINE, IL, 60038-0001	(213) 624-8733	
4356815	W.W. GRAINGER, INC. DEPT846138345, , PALATINE, IL, 60038-0001	(951) 727-2999	
4356816	W.W. GRAINGER, INC. DEPT. 825459589, , PALATINE, IL, 60038-0001	(310) 397-1596	
4356817	W.W. GRAINGER, INC. DEPT. 805174661, , PALATINE, IL, 60038-0001	() -	
4356818	W.W. GRAINGER, INC. 724 W. COWLES ST., , LONG BEACH, CA, 90813-1419	(310) 495-8495	
4356819	W.W. GRAINGER, INC. GRAINGER, DEPT 881478598, PALATINE, IL, 60038-0001	(887) 361-8649	
4356820	W.W. GRAINGER, INC. DEPT. 820940195, , PALATINE, IL, 60038-0001	(213) 624-8734	
4356821	W.W. GRAINGER, INC. DEPT 885709790, , PALATINE, IL, 60038-0001	(877) 202-2594	
4356822	W.W. GRAINGER, INC. 570 S ALAMEDA ST., , LOS ANGELES, CA, 90013	(310) 489-6705	
4356823	W.W. GRAINGER, INC. 570 S. ALAMEDA ST., , LOS ANGELES, CA, 90013	(213) 280-3452	
4356824	W.W. GRAINGER, INC. 570 S. ALAMEDA ST., , LOS ANGELES, CA, 90013	(213) 280-3452	
4356825	W.W. GRAINGER, INC. DEPT 834376709, , PALATINE, IL, 60038-0001	() -	
4356826	W.W. GRAINGER, INC. DEPT. 825371412, , PALATINE, IL, 60038-0001	(800) 472-4643	
4356827	W.W. GRAINGER, INC. DEPT. 820940203, , PALATINE, IL, 60038-0001	(310) 941-1791	
4356829	W.W. GRAINGER, INC. 570 S ALAMEDA ST., , LOS ANGELES, CA, 90013-1726	(888) 800-1051	
4356830	W.W. GRAINGER, INC. GRAINGER, DEPT 884204918, PALATINE, IL, 60038-0001	(800) 472-4643	
4356831	W.W. GRAINGER, INC. 1657 SHERMER RD., , NORTHBROOK, IL, 60062-5315	(708) 498-5900	
4356832	W.W. GRAINGER, INC. DEPT. 805553914, , PALATINE, IL, 60038-0001	() -	
4356833	W.W. GRAINGER, INC. DEPT. 822044368, , PALATINE, IL, 60038-0001	(213) 624-0873	
4356834	W.W. GRAINGER, INC. DEPT. 805261997, , PALATINE, IL, 60038-0001	(213) 726-6990	
4356835	W.W. GRAINGER, INC. DEPT. 805377793, , PALATINE, IL, 60038-0001	(213) 624-8733	
4356836	W.W. GRAINGER, INC. DEPT. 839932829, , PALATINE, IL, 60038-0001	() -	
4356837	W.W. GRAINGER, INC. DEPT. 834376717, , PALATINE, IL, 60038-0001	() -	
4356838	W.W. GRAINGER, INC. DEPT. 844703843, , PALATINE, IL, 60038-0001	() -	
4356839	W.W. GRAINGER, INC. DEPT. 835604323, , PALATINE, IL, 60038-0001	() -	
4356840	W.W. GRAINGER, INC. DEPT. 823077466, , PALATINE, IL, 60038-0001	(847) 647-8900	
4356841	W.W. GRAINGER, INC. DEPT. 828645663, , PALATINE, IL, 60038-0001	() -	
4356842	W.W. GRAINGER, INC. DEPT. 834287716, , PALATINE, IL, 60038-0001	() -	
4356843	W.W. GRAINGER, INC. DEPT. 834287724, , PALATINE, IL, 60038-0001	() -	
4356847	W.W. GRAINGER, INC. DEPT. 852933928, , PALATINE, IL, 60038-0001	(562) 944-4628	
4356848	W.W. GRAINGER, INC. 10137 S NORWALK BLVD, , SANTA FE SPRINGS, CA, 90670	(562) 944-4628	
4356849	W.W. GRAINGER, INC. DEPT. 805332996, , PALATINE, IL, 60038-0001	(213) 624-8733	

4356850	W.W. GRAINGER, INC. DEPT. 822779468, , PALATINE, IL, 60038-0001	(213) 624-8733	
4356851	W.W. GRAINGER, INC. DEPT. 816413009, , PALATINE, IL, 60038-0001	(877) 202-2594	
4356852	W.W. GRAINGER, INC. DEPT. 840819312, , PALATINE, IL, 60038-0001	() -	
4356853	W.W. GRAINGER, INC. DEPT. 805196318, , PALATINE, IL, 60038-0001	() -	
4356856	W.W. GRAINGER, INC. DEPT. 836963355, , PALATINE, IL, 60038-0001	(213) 744-4828	
4356857	W.W. GRAINGER, INC. DEPT. 851938498, , PALATINE, IL, 60038-0001	(213) 624-8733	
4356858	W.W. GRAINGER, INC. DEPT. 820940187, , PALATINE, IL, 60038-0001	(818) 956-5522	
4356859	W.W. GRAINGER, INC. DEPT. 805197654, , PALATINE, IL, 60038-0001	(818) 956-5522	
4356860	W.W. GRAINGER, INC. DEPT. 440-852096551, , PALATINE, IL, 60038-0001	(800) 994-2336	
4356861	W.W. GRAINGER, INC. DEPT. 440-836519439, , PALATINE, IL, 60038-0001	(800) 994-2336	
4356863	W.W. GRAINGER, INC. DEPT. 805738937, , PALATINE, IL, 60038	() -	
4356864	W.W. GRAINGER, INC. DEPT. 836508911, , PALATINE, IL, 60038-0001	(562) 495-8495	
4356865	W.W. GRAINGER, INC. DEPT. 440-850270646, , PALATINE, IL, 60038-0001	(562) 944-4628	
4356867	W.W. GRAINGER, INC. DEPT. 835604315, , PALATINE, IL, 60038-0001	(310) 669-4216	
4356868	W.W. GRAINGER, INC. DEPT. 850248584, , PALATINE, IL, 60038-0001	(310) 669-4216	
4356870	W.W. GRAINGER, INC. 333 W. ARTESIA BLVD., , COMPTON, CA, 90220-5525	(310) 603-0239	
4356874	W.W. GRAINGER, INC. 10804 S. LA CIENEGA BLVD., , INGLEWOOD, CA, 90304-1113	(310) 327-7370	
4356875	W.W. GRAINGER, INC. DEPT. 805178571, , PALATINE, IL, 60038-0001	(310) 669-4216	
4356877	W.W. GRAINGER, INC. 3408 BROADMOOR BLVD., , SAN BERNARDINO, CA, 92404-2406	(909) 318-9509	
4356878	W.W. GRAINGER, INC. 1321 LINDA VISTA DR., , SAN MARCOS, CA, 92078-3804	(619) 417-2146	
4356879	W.W. GRAINGER, INC. 4700 HAMNER AVE., , MIRA LOMA, CA, 91752-1018	(909) 727-2399	
4356880	W.W. GRAINGER, INC. DEPT 440, , PALATINE, IL, 60038-0001	(909) 727-2399	
4356881	W.W. GRAINGER, INC. DEPT 853865483, , PALATINE, IL, 60038-0001	(323) 271-3367	
4356882	W.W. GRAINGER, INC. 5959 WEST HOWARD STREET, , NILES, IL, 60714-4014	(847) 793-5200	
4356883	W.W. GRAINGER, INC. DEPT. 814877429, , PALATINE, IL, 60038-0001	(213) 624-8733	
4356884	W.W. GRAINGER, INC. DEPT 869601666, , PALATINE, IL, 60038-0001	(626) 337-7668	
4356885	W.W. GRAINGER, INC. 2000 S. TUBEWAY INC., , COMMERCE, CA, 90040	(626) 673-8496	
4356886	W.W. GRAINGER, INC. DEPT 868666850, , PALATINE, IL, 60038-0001	(951) 727-2399	
4356887	W.W. GRAINGER, INC. DEPT 870205473, , PALATINE, IL, 60038-0001	(847) 535-3089	
4356888	W.W. GRAINGER, INC. DEPT. 843606518, , PALATINE, IL, 60038-0001	(818) 341-2808	
4356889	W.W. GRAINGER, INC. DEPT. 846200194, , PALATINE, IL, 60038-0001	(213) 634-7371	
4356890	W.W. GRAINGER, INC. DEPT 871285540, , PALATINE, IL, 60038-0001	(562) 944-4628	
4356891	W.W. GRAINGER, INC. DEPT. 867444473, , PALATINE, IL, 60038-0001	(800) 558-5712 Ext:2311	
4356892	W.W. GRAINGER, INC. DEPT. 869601641, , PALATINE, IL, 60038-0001	(951) 727-2999	
4356893	W.W. GRAINGER, INC. GRAINGER, DEPT 838500346, PALATINE, IL, 60038-0001	(877) 202-2594	
13077101	WALTER A SORIANO 1940 1/2 35TH STREET, , LOS ANGELES, CA, 90018	(213) 479-1145	
16497901	WALTON FACILITIES MANAGEMENT 6860 CANBY AVENUE, #102, RESEDA, CA, 91335	(310) 295-2067	
17515801	WCD ENTERPRISES, LLC 28150 N. ALMA SCHOOL PKWY #103-452, , SCOTTSDALE, AZ, 85262-8133	(480) 415-3416	
16091601	WE SERVICE AMERICA, INC. 10311 S. LA CIENEGA BLVD., , LOS ANGELES, CA, 90045	(310) 743-3000 Ext:293	
11448701	WEBCO LB LLC WEBCO SWEEPING, 12305 WOODRUFF AVENUE, DOWNEY, CA, 93065	(562) 803-0100	
11448702	WEBCO LB LLC LONG BEACH OFFICE, 2401 E. SEPULVEDA BLVD, LONG BEACH, CA, 90810	(562) 490-7082	

50694401	WEST COAST BUSINESS PRODUCTS 9749 INDEPENDENCE AVE., CHATSWORTH, CA, 91311-4318	(818) 341-2800 Ext:112	
15958501	WEST COAST LOT RESTORATION CO 733 HINDRY AVE., 502B, INGLEWOOD, CA, 90204	(310) 295-8452	
14811801	WEST COAST MAINTENANCE 16312 S. MAIN STREET., GARDENA, CA, 90248	(310) 324-2511	
15517901	WILLIE R & DORIS J REED R INDUSTRIAL & HLTHCARE SUPPL 18810 MOREHOUSE DR., CARSON, CA, 90746	(213) 610-5442	
10586401	WINGS OF REFUGE, INC. 5777 W. CENTURY BLVD., STE. 910., LOS ANGELES, CA, 90045-5692	(310) 670-6767	
14253201	WM MILES BUILDING MAINTENANCE 31735 RIVERSIDE DR., PMB 283., RIVERSIDE, CA, 92530	(951) 205-0817	
15880701	WONDER CLEANING SERVICES 3430 W. 82ND STREET., INGLEWOOD, CA, 90305-1233	(213) 840-0072	
5696501	WOODS MAINTENANCE SERVICES INC HYDRO PRESSURE SYST & GRAFFITI CONTROL SYST, 7260 ATOLL AVE, NORTH HOLLYWOOD, CA, 91605-4104	(818) 503-8240 Ext:105	Yes
5696502	WOODS MAINTENANCE SERVICES INC HYDRO PRESSURE SYST & GRAFFITI CONTROL SYST, 7260 ATOLL AVENUE, NORTH HOLLYWOOD, CA, 91605-4104	(818) 764-2515	
10097901	WORLD SERVICE WEST LA INFLIGHTSERVICE CO., LLC 13620 GRAMERCY PL., GARDENA, CA, 90249-2453	(310) 641-2396 Ext:30	
15007401	WSA SERVICES 10311 LA CIENEGA BOULEVARD., LOS ANGELES, CA, 90045	(310) 743-3000 Ext:226	
17140701	WU-CHEN MAIDS INC MOLLY MAID SGV, 3831 E. SIERRA MADRE BLVD., PASADENA, CA, 91107	(626) 823-0676	
11933501	WWC WINDOW CLEANING 180 GLENDALE BLVD., LOS ANGELES, CA, 90026-5826	(213) 977-9620 Ext:15	
17606101	XANADU SERVICE SYSTEM 3010 WILSHIRE BLVD. # 315., LOS ANGELES, CA, 90010	(213) 255-2073	
10029001	XPEDX AN INTERNATIONAL PAPER COMPANY 7500 AMIGOS AVE., DOWNEY, CA, 90242	(818) 445-4092	
10029002	XPEDX AN INTERNATIONAL PAPER COMPANY 7500 AMIGOS AVE., DOWNEY, CA, 90242	(714) 812-7495	
10029003	XPEDX AN INTERNATIONAL PAPER COMPANY 7500 AMIGOS AVE., DOWNEY, CA, 90242	(714) 812-7495	
10029004	XPEDX AN INTERNATIONAL PAPER COMPANY 7500 AMIGOS AVE., DOWNEY, CA, 90242	(714) 812-7495	
10029005	XPEDX AN INTERNATIONAL PAPER COMPANY 7500 AMIGOS AVE., DOWNEY, CA, 90242	(562) 382-4974	
10029006	XPEDX AN INTERNATIONAL PAPER COMPANY P O BOX 31001-1382., PASADENA, CA, 91110-1382	(562) 922-7000	
13249501	XPRESS CLEANING CO, INC. 4537 FOUNTAIN AVE, # 110, LOS ANGELES, CA, 90029-1947	(323) 664-0720	
16662101	YALDA AVILA 6011 ANNAN WAY., LOS ANGELES, CA, 90042	(323) 707-3807	
12564401	ZION INDUSTRIES, INC. 39 EAST HANOVER AVENUE, SUITE C2, MORRIS PLAINS, NJ, 07950	(973) 727-6213	

**ATTACHMENT C
CBE VENDORS LIST**

Company	Vendor Number	CBE Number	Cert. Expire Date	MBE	WBE	DBE	DVBE	Business_Category
A Cal Pest Control Services, Inc.	11790901	83790	2/2/2016	Yes	Yes	No	No	BUILDING CLEANING & MAINT. SERVICES
A-1 Watkins Pest & Termite Control	05156601	81233	11/12/2016	Yes	No	Yes	Yes	BUILDING CLEANING & MAINT. SERVICES
AAA Electrical & Communications, Inc.	52124201	80841	4/28/2016	No	Yes	No	No	BUILDING CLEANING & MAINT. SERVICES
Air Management Industries Incorporated	05622401	84899	1/25/2016	No	Yes	No	No	BUILDING CLEANING & MAINT. SERVICES
American Classic Construction, Inc.	17052701	85417	6/5/2016	No	Yes	No	No	BUILDING CLEANING & MAINT. SERVICES
Avery Group, Inc.	13930301	85302	9/25/2015	Yes	Yes	No	No	BUILDING CLEANING & MAINT. SERVICES
Barragan Professional Window Cleaning	16811501	85339	12/12/2015	Yes	No	No	No	BUILDING CLEANING & MAINT. SERVICES
Bishop, Inc.	15537001	84858	11/15/2015	Yes	No	Yes	No	BUILDING CLEANING & MAINT. SERVICES
Blackstone Consulting, Inc.	14905301	12097	1/28/2017	Yes	No	No	No	BUILDING CLEANING & MAINT. SERVICES
C2Enterprises	15424001	84377	5/25/2016	Yes	Yes	No	No	BUILDING CLEANING & MAINT. SERVICES
JHN Inc. d.b.a Coustic-Glo	51553401	82619	7/10/2017	No	Yes	No	No	BUILDING CLEANING & MAINT. SERVICES
JRP Janitorial Company	17317901	85538	3/5/2017	Yes	No	No	No	BUILDING CLEANING & MAINT. SERVICES
Lee's Maintenance Service, Inc.	12564101	29867	9/23/2015	Yes	No	No	No	BUILDING CLEANING & MAINT. SERVICES
Orelia, Thelma & Thomas	16862901	85327	6/12/2016	Yes	No	No	No	BUILDING CLEANING & MAINT. SERVICES
PJ Cephas Corporation	52870701	85157	6/12/2016	Yes	No	No	No	BUILDING CLEANING & MAINT. SERVICES
Ruff Construction	17464501	85565	5/20/2017	Yes	Yes	No	No	BUILDING CLEANING & MAINT. SERVICES
Shannon Diversified, Inc.	13252301	84944	3/20/2016	Yes	Yes	No	No	BUILDING CLEANING & MAINT. SERVICES
Superdry Restoration	16693801	85329	11/14/2015	Yes	No	No	No	BUILDING CLEANING & MAINT. SERVICES
Universal Reliance, LLC	16801201	85307	10/9/2015	Yes	Yes	No	Yes	BUILDING CLEANING & MAINT. SERVICES
US Metro Group, Inc.	05116601	33470	4/28/2017	Yes	No	No	No	BUILDING CLEANING & MAINT. SERVICES

**AWARD CUSTODIAL SERVICES CONTRACTS
FOR THE COUNTY OF LOS ANGELES PUBLIC LIBRARY'S
AREAS 1, 3, 4, 5, 6, 8, AND LIBRARY HEADQUARTERS (LHQ)**

ATTACHMENT D

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES - AREAS 1, 3, 4,5 , 6, 8, AND LHQ**

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	PRIDE Industries One, Inc.	Lincoln Training Center
Total Number of Employees in Firm	3,324	287
Owners/Partner/Assoc. Partners		
Black/African American		
Hispanic/Latino		
Asian or Pacific Islander		
American Indian		
Filipino		
White		
Total	0	0
Women (should be included in counts above and also reported here separately).		
Managers		
Black/African American	45	0
Hispanic/Latino	103	2
Asian or Pacific Islander	14	0
American Indian	1	0
Filipino	0	0
White	227	9
Total	390	11
Women (should be included in counts above and also reported here separately).	116	7
Staff		
Black/African American	486	50
Hispanic/Latino	1,077	156
Asian or Pacific Islander	204	10
American Indian	21	0
Filipino	0	4
White	1,146	56
Total	2,934	276
Women (should be included in counts above and also reported here separately).	1,012	131
Percentage of Ownership		
Black/African American		
Hispanic/Latino		
Asian or Pacific Islander		
American Indian		
Filipino		
White		
Total	0	0
Women (should be included in counts above and also reported here separately).	0	0
Current Certification as Minority/Women-Owned Firm		
State of California	*	*
City of Los Angeles	*	*
Federal Government	*	*
County of Los Angeles	*	*

*Did not provide information on CBE form.

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

**AWARD CUSTODIAL SERVICES CONTRACTS
FOR THE COUNTY OF LOS ANGELES PUBLIC LIBRARY'S
AREAS 1, 3, 4, 5, 6, 8, AND LIBRARY HEADQUARTERS (LHQ)**

ATTACHMENT E

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
PROPOSITION A CONTRACT
EMPLOYEE WAGES & BENEFITS**

**CUSTODIAL SERVICES – AREAS 1, 3, 4, AND 8
PRIDE INDUSTRIES ONE, INC.**

Based on Auditor-Controller guidelines for cost comparison, the proposed contract would reduce the County’s cost to provide Custodial Services by an estimated:

Area 1:	\$183,377.00 (30%)
Area 3:	\$172,112.00 (30%)
Area 4:	\$155,770.00 (32%)
Area 8:	\$156,840.00 (27%)

Additional information on contractor employees’ wages and benefits is provided below.

COMPARISON OF WAGES

<u>Position</u>	<u>County</u>	<u>Contractor</u>
Supervisor	\$18.94 per hour	\$16.00 per hour
Custodian	\$15.49 per hour	\$11.84 per hour
Floor Care Technician	\$17.15 per hour	\$12.84 per hour

CONTRACTOR EMPLOYEE BENEFITS

Benefit

Health Insurance	Yes
Retirement Plan	Yes
Dental Plan	Yes
Holidays - Supervisor	9 paid days per year
Sick Leave	6 days per year
Vacation	10 days per year
Life Insurance	Yes
Other (Vision)	Yes

Contractor Health Plan Information

Mercer Marketplace/Empowering Benefits

- Medial - Anthem Blue Cross
- Dental – MetLife
- Vision – VSP Standard

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
PROPOSITION A CONTRACT
EMPLOYEE WAGES & BENEFITS**

**CUSTODIAL SERVICES – AREAS 5, 6, AND LHQ
LINCOLN TRAINING CENTER**

Based on Auditor-Controller guidelines for cost comparison, the proposed contract would reduce the County’s cost to provide Custodial Services by an estimated:

Area 5:	\$152,475.00 (25%)
Area 6:	\$151,404.00 (24%)
LHQ:	\$40,490.00 (30%)

Additional information on contractor employees’ wages and benefits is provided below.

COMPARISON OF WAGES

<u>Position</u>	<u>County</u>	<u>Contractor</u>
Supervisor	\$18.94 per hour	\$15.45 per hour
Custodian	\$15.49 per hour	\$12.30 per hour
Floor Care Technician	\$17.15 per hour	\$11.00 per hour

CONTRACTOR EMPLOYEE BENEFITS

Benefit

Health Insurance	Yes
Retirement Plan	Yes
Dental Plan	Yes
Holidays	12 paid days per year
Sick Leave	3 days per year; 8 days after 2 years of employment
Vacation	10-20 days per year based on years of employment
Life Insurance	Yes
Other (Vision)	Yes

Contractor Health Plan Information

- Medical – Kaiser Permanente
- Dental – MetLife Dental
- Vision – VSP Vision

**AWARD CUSTODIAL SERVICES CONTRACTS
FOR THE COUNTY OF LOS ANGELES PUBLIC LIBRARY'S
AREAS 1, 3, 4, 5, 6, 8, AND LIBRARY HEADQUARTERS (LHQ)**

ATTACHMENT F

CUSTODIAL SERVICES AREA 1



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PRIDE INDUSTRIES ONE, INC.

FOR

CUSTODIAL SERVICES

AREA 1

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FACILITIES MAINTENANCE COST

- O FACILITIES MAINTENANCE COST

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PRIDE INDUSTRIES ONE, INC.
FOR
CUSTODIAL SERVICES – AREA 1**

This Contract (“Contract”) made and entered into this 1st day of December, 2015 by and between the County of Los Angeles, hereinafter referred to as County and **PRIDE Industries One, Inc.**, hereinafter referred to as “Contractor”. **PRIDE Industries One, Inc.** is located at 10030 Foothills Blvd., Roseville, CA 95747.

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

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

Unique Exhibits:

Prop A - Living Wage Program

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

Displaced Janitor Opportunity Act

- 1.13 EXHIBIT M – California Labor Code Sections 1060-1065

Defaulted Property Tax Reduction Program

- 1.14 EXHIBIT N – Defaulted Property Tax Reduction Program

Facilities Maintenance Cost

- 1.15 EXHIBIT O – Facilities Maintenance Cost

2.0 DEFINITIONS

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

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

- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Contract Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Contract Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **County Librarian:** Head of the County of Los Angeles Public Library
- 2.8 **Day(s):** Business day(s) unless otherwise specified.
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1 and ending the following June 30.
- 2.10 **Public Library:** County of Los Angeles Public Library.
- 2.11 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be four (4) years commencing upon execution by the County's Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County will have the sole option to extend this Contract term for up to **one (1)** additional one-year period and **six (6)** month-to-month extensions for a maximum total Contract term of **five (5)** years and **six (6)** months. Each such option and extension will be exercised at the sole discretion of the County Librarian, or his/her designee, as authorized by the Board.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor will notify the Public Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to the County Contract Project Manager at the address herein provided in Exhibit E - County's Administration. The Contractor, in said notification, will make the County aware of its intent to exercise the applicable option year or month-to-month extensions.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit C - Contractor's Proposed Schedule, and will not exceed Four Hundred Seventy-One Thousand Six Hundred Dollars and Eighty-Nine Cents **(\$471,600.89)** for each year of this Contract, except as set forth in Sub-section 8.1 – Amendments. The maximum contract sum is comprised of the Contractor's annual fee of **(\$428,728.08)**, and an annual estimate for unanticipated work of **(\$42,872.81)** for as-needed custodial services as authorized in Section 9.0, Unanticipated Work, of the Statement of Work.
- 5.2 The Contractor will be paid the monthly Contract fee of Thirty-Five Thousand Seven Hundred Twenty-Seven Dollars and Thirty-Four Cents **(\$35,727.34)**, and will not exceed Four Hundred Twenty-Eight Thousand Seven Hundred Twenty-Eight Dollars and Eight Cents **(\$428,728.08)** for each year of this Contract.
- 5.3 The use of the maximum contract sum for any unanticipated work is not guaranteed by the County, and is contingent upon the Public Library's adopted budget and needs.
- 5.4 The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will not occur except with the County's express prior written approval.

5.5 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor will send written notification to County Contract Project Manager at the address herein provided in Exhibit E – County's Administration.

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

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

5.7 **INVOICES AND PAYMENTS**

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

5.7.2 The Contractor's invoices will be priced in accordance with Exhibit B – Pricing Schedule, Exhibit C – Contractor's Proposed Schedule, and Exhibit O – Facilities Maintenance Cost.

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

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

Prop A – Living Wage Program:

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

- **Exhibit K – Monthly Certification for Applicable Health Benefit Payments** (if applicable)
- **Exhibit L – Payroll Statement of Compliance**

5.7.5 All invoices under this Contract will be submitted to the County Contract Project Manager and/or the County Contract Project Monitor at the physical or electronic address herein provided in Exhibit E – County’s Administration.

5.7.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Contract Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.7.7 The County may deduct from the payment, amounts assessed which may include but not limited to, liquidated damages, replacement cost of services, cost for damages to County equipment and/or facilities or any other offset in accordance with the terms and conditions of this Contract.

5.7.8 The Contractor will be paid approximately forty-five (45) days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County’s Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT PROJECT DIRECTOR

The role of the County Contract Project Director may include:

- coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event will Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 COUNTY CONTRACT PROJECT MANAGER

The role of the County Contract Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- approving call-back services as provided herein.

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

6.3 COUNTY CONTRACT PROJECT MONITOR

The role of the County Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County Contract Project Monitor reports to the County Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 CONTRACTOR PROJECT MANAGER

- 7.1.1 The Contractor Project Manager is designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County Contract Project Manager and County Contract Project Monitor on a regular basis.

7.1.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry to include but not limited to; overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

7.2 APPROVAL OF CONTRACTOR'S STAFF

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

The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and Public Library, at any time during the term of this Contract.

7.2.1 Contractor staff removed pursuant to this Sub-section will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

7.3.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor personnel must immediately comply with such request.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.4 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

- 7.5.1 The Contractor will maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment will be prepared and executed by the Contractor and by the Board, for the exceptions that (a) the Term of the Contract was not otherwise authorized by section 4.0 and (b) the County Librarian is expressly authorized to increase the contract sum set forth in Section 5.0, Contract Sum, not to exceed ten percent (10%) of the total annual contractor's fee, originally approved by the Board, for a particular contract year, due to changes to the number or size of facilities or days of services pursuant to Paragraph 8.1.4 and to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee. Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and

executed by the Contractor and by the Contractor and by the County Librarian, or his/her designee.

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

8.2 ASSIGNMENT AND DELEGATION

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

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor will preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses will be sent to the County Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 8.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor

for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH DISPLACED JANITOR OPPORTUNITY ACT

This Contract is subject to the provisions of California Labor Code Section 1060-1065: Chapter 4.5 Displaced Janitors Opportunity Act because it is a Contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002. A copy is provided in Exhibit M - California Labor Code Sections 1060-1065.

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

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

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

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the

Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.10 CONFLICT OF INTEREST

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

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

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors will report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality,

fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

8.13.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

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

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

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the

County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

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

8.21 FORCE MAJEURE

8.21.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such

failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.21.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

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

8.23.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages,

unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.23.4 The Contractor will adhere to the provisions stated in Sub-section 7.5 - Confidentiality.

8.24 INDEMNIFICATION

The Contractor will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.25 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates will be provided to the County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements will be sent to the County Contract Project Manager at the physical or electronic address herein provided in Exhibit E – County's Administration.

Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also will promptly notify the County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.25.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively the County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents

additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.25.3 Cancellation of or Changes in Insurance

Contractor will provide the County with, or the Contractor's insurance policies will contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.25.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.25.5 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.25.6 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to the Contractor. Any County maintained

insurance or self-insurance coverage will be in excess of and not contribute to any Contractor coverage.

8.25.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.25.8 Sub-Contractor Insurance Coverage Requirements

The Contractor will include all Sub-Contractors as insureds under Contractor's own policies, or will provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor will be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and will require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor will obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.25.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. The Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.25.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the

underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 Separation of Insureds

All liability policies will provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.25.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents will be designated as an Additional Covered Party under any approved program.

8.25.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.26 INSURANCE COVERAGE

8.26.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.26.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased

employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form will be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.27 LIQUIDATED DAMAGES

- 8.27.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.27.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars (\$200) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Exhibit 2, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all

deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in sub-paragraph 8.27.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This sub-paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.27.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 MOST FAVORED PUBLIC ENTITY

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

8.29 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

8.29.2 The Contractor will certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

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

- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.29 when so requested by the County.
- 8.29.7 If the County finds that any provisions of this sub-paragraph 8.29 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON-EXCLUSIVITY

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

8.31 NOTICE OF DELAYS

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

8.32 NOTICE OF DISPUTES

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

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.35 NOTICES

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

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that,

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

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

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

- The Contractor will develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the

prior written consent of the County Contract Project Director.
The County will not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.38 will apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.39 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract,

representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.39.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this sub-section relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information will be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.40 RECYCLED BOND PAPER

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

8.41 SUBCONTRACTING

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

8.41.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:

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

8.41.3 The Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.41.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.41.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.41.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.

8.41.7 The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their

officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.41.8 The Contractor will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor will ensure delivery of all such documents to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

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

8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as will not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.39, Record Retention AND Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

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

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

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.44, or that the default was excusable under the provisions of Paragraph 8.44.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-section 8.43 - Termination for Convenience.

8.44.5 The rights and remedies of the County provided in this Sub-section 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.46 TERMINATION FOR INSOLVENCY

8.46.1 The County may terminate this Contract forthwith in the event of

the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this Sub-section 8.46 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, will fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances will not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.50 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

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

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

8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to the County under any other provision of this contract, failure of the Contractor to cure

such default within 10 days of notice will be grounds upon which the County may terminate this contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.54 TIME OFF FOR VOTING

The Contractor will notify its employees, and will require each Sub-contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors will keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

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

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

2. For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of

“Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 **Contractor’s Submittal of Certified Monitoring Reports**

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

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

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

9.1.5 County Auditing of Contractor Records

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

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this subsection, the County will have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified

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

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future

County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the

- federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
 3. The Contractor will not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

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

9.2 **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

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

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

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

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

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy



ATTEST:

PATRICK OGAWA
Acting Executive Officer
of the Board of Supervisors

By *[Signature]*
Deputy

APPROVED AS TO FORM:

MARY WICKHAM
Interim County Counsel

By *[Signature]*
JILL M. JONES
Deputy County Counsel

CONTRACTOR: PRIDE Industries One, Inc.

By *[Signature]*
Name Peter Berghuis
C.O.O.
Title

COUNTY OF LOS ANGELES

By *[Signature]*
MICHAEL. D. ANTONOVICH
Mayor, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 DEC 01 2015

[Signature]
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

78445

**CONTRACT FOR
CUSTODIAL SERVICES**

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EXHIBIT A

STATEMENT OF WORK (SOW)

CUSTODIAL SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor will provide daily custodial services for the public and staff areas of the County of Los Angeles Public Library (Public Library) facilities identified in Attachment I, Service Locations and Hours of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for Contractor's performance under this Contract. Custodial services include, but are not limited to, offices, conference/meeting rooms, lobbies, corridors, elevators, restrooms, lunchrooms and light maintenance of the exterior, such as exterior trash receptacles, visible trash in parking lots and cleaning of entryways. Scheduled Major Cleaning Services include, but are not limited to, carpet cleaning, tile strip and wax and window washing. The Contractor will also perform Unanticipated Work as described in Section 9.0 – Unanticipated Work of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County and will be considered completed upon successful inspection.

2.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2.0 – Definitions of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

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

3.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities, in facility size or days of service for facilities listed in Attachment I – Service Locations and Hours of the SOW. Due to budget considerations, the days and hours open may vary throughout the Contract term. The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per additional facility. This cost estimate will not exceed the cost to provide custodial services for similar sized library facilities being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein.

3.2 All changes must be made in accordance with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract.

The County Librarian, or his/her designee, has the authority to sign the amendment for the County, consistent with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract. All terms in the current Contract will extend to any library facility added by the Amendment.

4.0 QUALITY CONTROL

The Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County Contract Project Monitor for review within ten (10) days of Contract award. The Plan will include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met.
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be kept and provided to the County upon request.
- 4.3 The Contractor will maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints will be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8.0 – Standard Terms and Conditions; Sub-section 8.16 – County's Quality Assurance Plan of the Contract.

5.1 MEETINGS

The Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day. Failure to attend a monthly scheduled meeting will result in an assessment of Two-Hundred Dollars (\$200.00). Refer to the SOW Exhibits, Exhibit 2 – Performance Requirements Summary (PRS).

5.2 ANNUAL EVALUATION

The County or its agents will evaluate the Contractor's performance under the Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The report will include improvement/corrective action measures taken by the Contractor in response to this evaluation.

Contractor deficiencies which the County determines as severe or continuing and that may place performance of the Contract in jeopardy if not corrected may be reported to the Board. If improvement does not occur consistent with corrective action measures, the County may terminate the Contract or impose other penalties as specified in the Contract.

5.3 CONTRACT DISCREPANCY REPORT

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

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

5.4 COUNTY OBSERVATIONS

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

6.0 RESPONSIBILITIES

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

COUNTY

6.1 PERSONNEL

The County will administer the Contract according to Section 6.0 – Administration of Contract – County of the Contract. Specific duties will include:

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

6.2 FURNISHED ITEMS

6.2.1 Keys/Access Cards/Remote Controls

The County will provide two (2) sets of keys/access cards/remote controls, at no cost to the Contractor, for the library facilities to be serviced. The Contractor will acknowledge receipt of the keys/access cards/remote controls, accepting full responsibility. Contractor employees are to use keys/access cards/remote controls only in the carrying out of contracted services. All such keys/access cards/remote controls are property of the County and will be returned to the County Contract Project Manager, within five (5) business days of the termination of the Contract.

If additional sets are needed the Contractor will submit a request in writing to the County Contract Project Manager. At no time are the keys to be duplicated by the Contractor.

Any lost or damaged keys/access cards/remote controls will be replaced by the County at the expense of the Contractor.

6.2.2 Alarm Codes

The Contractor may be issued intrusion alarm codes to the library facilities to be serviced. The Contractor accepts full responsibility for the security of the alarm codes and will provide codes only to its employees as required to provide custodial services in accordance with the Contract.

Instructions for the use of intrusion alarms will be provided by the County. If it is determined that the Contractor's employee fails to arm the intrusion alarm or is responsible for a false alarm, liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.3 Utilities

The County will provide all utilities including gas, electricity and water. The County will be responsible for maintenance and repairs of the same. Contractor employees are to use utilities only in the carrying out of the contracted services and at no time are the utilities to be used for personal use. The Contractor will notify the County by calling the Los Angeles County Operator at (213) 974-1234, to report any concerns, problems or damage immediately upon discovery.

6.2.4 Materials and Equipment

The County does not make telephones, computers, faxes, copiers or any County peripherals available for the use of the Contractor's

employees. Any such misuse of County property will result in the assigned Contractor employees' immediate removal from working on the Contract and liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.5 Storage Area

The County will provide a storage area to the Contractor as determined by the County, when available. The County does not guarantee exclusive use of this storage area. The Contractor is prohibited from use of said storage area or any other County property for conducting business interests that are not related to or required by the specified library facility. The Contractor will maintain the storage area in a clean and orderly manner; this includes supply boxes and equipment.

CONTRACTOR

6.3 CONTRACTOR PROJECT MANAGER

6.3.1 The Contractor will provide a full-time Contractor Project Manager or designated alternate. The Contractor will provide a telephone number where the Contractor Project Manager may be reached all hours, 365 days per year.

6.3.2 The Contractor Project Manager will act as a central point of contact with the County.

6.3.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

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

6.4 PERSONNEL

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

6.4.2 The Contractor will assign one (1) supervisor exclusive to each Contract Area to monitor and inspect the employees and their performance.

6.4.3 The Contractor will be required to background check their employees as set forth in Section 7.0 – Administration of Contract –

Contractor, Sub-section 7.4 – Background and Security Investigations of the Contract and Paragraph 6.4.6 of this Sub-section.

- 6.4.4 The Contractor will ensure that **only** personnel assigned to the Contract or specialty crew are permitted in the library facilities at all times. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.
- 6.4.5 The County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. The County has the right to approve or disapprove the Contractor's employees as set forth in Sub-section 7.2 – Approval of Contractor's Staff of the Contract.
- 6.4.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.4.7 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the Contract.
- 6.4.8 The Contractor's employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.5 **UNIFORMS AND IDENTIFICATION BADGES**

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

6.5.2 The Contractor will ensure that its employees are appropriately identified as set forth in Sub-section 7.3 – Contractor’s Staff Identification of the Contract.

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

6.5.4 The Contractor may be assessed liquidated damages for failure to comply with Uniform and Identification Badges. Refer to the SOW Exhibits, Exhibit 2 – PRS.

6.6 MATERIALS AND EQUIPMENT

6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.

6.6.2 All cleaning materials must be labeled in accordance with State of California Cal OSHA standards.

6.6.3 The Contractor is required to keep all equipment used to maintain the library facilities in a safe and operable manner. The Contractor must check all equipment daily for safety.

6.6.4 The Contractor is obligated to provide all Safety Data Sheets (SDS) for all chemicals utilized in the cleaning process. All SDS will be stored in each custodial closet at each library facility. It is the responsibility of the Contractor to monitor the accuracy of each SDS and to replace them immediately with the most current information when products are replaced. Failure to provide all SDS during the term of the Contract may result in liquidated damages.

6.7 TRAINING

6.7.1 The Contractor will provide training programs to all Contractor employees assigned to this Contract on the duties and responsibilities of this SOW.

6.7.2 On their first day of assignment, the Contractor will provide the Contractor employee with training and orientation regarding the assigned library facility, including, but not limited to entry alarms, doors, work requirements, cleaning techniques and restrictions.

6.7.3 The Contractor will provide continuing education training annually to all employees assigned to this Contract to ensure knowledge of duties and responsibilities.

6.7.4 The Contractor will provide training to all Contractor employees regarding their required tasks and the safe handling of equipment.

6.7.5 The Contractor must provide proof of training to the County upon completion of initial assignment and annually thereafter. Proof of training must include a list of subjects trained and a signature from the employee acknowledging training and understanding. All company training records, including course materials, must be available for inspection at the request of the County.

6.8 CONTRACTOR'S OFFICE

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

6.8.1 Business Hours

The Contractor's office will be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquiries and complaints. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.8.2 After-Hours

When the Contractor's office is closed, the Contractor Project Manager's after-hours number will be utilized to address inquiries and complaints. If voicemail is utilized, the Contractor Project Manager must respond within fifteen (15) minutes of the initial call. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.9 CONTRACTOR'S DAMAGE

The Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees. All repairs will be performed by the County and the Contractor will reimburse the County for the value of the repair.

6.10 EMERGENCY PROCEDURES

The Contractor will immediately report any emergency situation such as vandalism, broken water pipes, windows, doors, etc., by calling the Los Angeles County Operator at (213) 974-1234.

6.11 FACILITY SECURITY

It is the responsibility of the Contractor to ensure that facilities are secured at all times. Failure to properly secure a facility will result in liquidated damages and other damages suffered by and or available to the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

7.0 HOURS/DAYS OF WORK

Hours of custodial services are to be performed at the close of each library facility's work day between one (1) hour after library closes and up to one (1) hour before the library opens, as described in Attachment I, Service Locations and Hours of the SOW. Exceptions to this requirement are noted in Attachment V, Special Work Requirements of the SOW.

Contractors are not required to work on County-recognized holidays or days of library facility closure. The Contractor may perform special or periodic cleaning on these days, but will be required to receive prior approval by the County Contract Project Manager. The County will provide a list of County-recognized holidays upon commencement of the Contract.

8.0 WORK SCHEDULES

8.1 The Contractor will submit a work schedule for each library facility to the County Contract Project Manager within fifteen (15) business days prior to the start of the Contract. The schedules will list the employees assigned, hours and days to work. Schedules will be adhered to at all times unless the County is otherwise notified of a change.

8.2 The Contractor will submit revised schedules when changes to staff occur. Said revisions will be submitted to the County Contract Project Manager for review and approval within five (5) business days prior to scheduled time for work.

9.0 UNANTICIPATED WORK

9.1 The County Contract Project Director or his/her designee may authorize, in writing, the Contractor to perform unanticipated work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of Nature, and third party negligence; or to add to, modify or refurbish existing library facilities.

9.2 The Contractor will prepare and submit a written description of the work with an estimate of labor and materials prior to performing any unanticipated work. If immediate action is needed, a verbal authorization from the County Project Director or his/her designee, with a written follow-up, can be given to perform unanticipated work. A written description of the work completed with a cost of labor and materials must be submitted within three (3) business days to the County.

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

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

9.5 **ADDITIONAL/SPECIALTY AS-NEEDED SERVICES**

The Contractor will provide “Additional/Specialty As-Needed Services” for all library facilities upon request. These services may fall under the following categories: (1) Post-Construction cleaning; (2) Special Event cleaning; (3) Reduced Services, (4) Special Event Porter Services and (5) Additional Major Cleaning Services, as listed in Section 13.0 – Scheduled Major Cleaning Services of the SOW. The County Contract Project Monitor will provide a Statement of Work specific to the request category and the Contractor is to provide a price quote within five (5) business days. Approval of the quote is required prior to the commencement of services.

Price quotes for Additional Major Cleaning Services will be based on, Exhibit B – Pricing Schedule.

9.6 **CALL BACK**

Call Backs are as-needed work outside of the normal contractual duties brought on by an event, accidental or intentional, or by a failure of the contractor to perform their duties and which require immediate mitigation. Examples of custodial related call backs, include but not limited to, urine, feces, vomit, blood, sewage, spilled food/beverages, and/or vandalism.

The Contractor must have capabilities for call back requests. The Contractor **must** respond to call back requests within two (2) hours of notification. The Contractor will submit an invoice for the total actual hours spent by the Contractor to address the situation, including actual service time and actual travel time, and based on the hourly ‘call back’ rate specified in Exhibit C - Contractor’s Proposed Schedule. In the event the Contractor does not respond to a ‘call back’ request within the time specified herein, but nevertheless completes the work, then the Contractor will be paid for the ‘call back’ at the regular employee hourly rate instead of the ‘call back’ rate specified in the Contractor’s Proposed Schedule. Upon completion of a ‘call back’ requested service, the Contractor must notify the County Contract Project Monitor.

- 9.6.1 For Call Back Services involving Bloodborne Pathogens (BBP) contractors will provide BBP services in accordance with the Occupational Safety and Health Administration’s (OSHA) Bloodborne pathogen Standard under Title 29 of the Code of Federal Regulations. BBP services will only be provided by employees trained and certified through a program designed to meet the requirements of OSHA. A list of certified employees and their certificates must be provided to the Public Library within ten (10) days of the start of the Contract.

- 9.6.2 Utilizing the **Custodial Call Back Request Slip** (Attachment III) the Contractor employee must sign-in upon arrival and sign-out when the 'call back' work is completed and/or upon departure. The library facility staff signs the form to confirm and approve the times. Upon completion of the work, the library facility staff will inspect and approve the work, then they will forward the Custodial Call Back Request Slip to the County Contract Project Monitor.

10.0 SIGN-IN REQUIREMENTS

All Contractor employees are required to sign-in upon arrival and sign out at departure, with an ink pen, at each Public Library facility. This includes, but is not limited to custodians, special cleaning crews, supervisors and quality control monitors. A Custodial Services Employee Sign-In/Sign-Out Log (Attachment IV) is provided at each library facility and must be kept in the custodial closet. Contractor employees must sign in and out with the actual date and time the library facility was entered/exited.

11.0 SPECIFIC DAILY WORK REQUIREMENTS

All assignments listed below are to be completed **daily**. The Contractor is responsible to evaluate and monitor the use of consumable supplies and provide sufficient supplies, such as, paper towels, toilet paper, and soap, etc. for the next day.

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

The Contractor's employees must remove all trash from the building and dispose of into proper receptacles (replace lock if applicable). If a recycling program is established, remove all recyclable materials from the designated recycle receptacles (not personal work spaces) and dispose of into proper exterior receptacles (replace lock if applicable).

The Contractor's employees are responsible for turning off all lights and securing the facilities after services are provided.

11.1 RESTROOMS (STAFF AND PUBLIC)

- Clean entry doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean and polish entry door push plates, knobs and kick plates.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.

- Clean mirrors, including chrome-finished edges, to remove spots, smudges and leave streak-free, including the removal of hard water stains and deposits.
- Clean all exposed pipe fixtures including the removal of hard water stains and deposits.
- Clean and sanitize all dispensers; soap, paper towel, toilet seat cover and toilet paper.
- Clean and sanitize all toilet seats, bowls, bases, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean and sanitize the exterior and interior surfaces of the baby-changing tables.
- Clean, sanitize and polish all handrails.
- Clean and sanitize urinals, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean stall partitions, supports, bases, doors (inside and out), latches/knobs to remove dirt, marks, fingerprints, smudges, splashes, etc.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, etc. leaving surface free of cleaning product residue and discoloration.
- Refill all dispensers; soap, paper towel, toilet seat cover, feminine products, toilet paper, baby-changing table liners, and hand sanitizer.
- Sweep, wet mop and disinfect all floors, leaving baseboards and walls free of splashes and/or marks from cleaning equipment/products.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.

11.2 MAIN LIBRARY (INTERIOR), WORKROOMS, AND MEETING ROOMS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.

- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, paper towel.
- Refill all dispensers; soap (with dish soap), paper towel, and hand sanitizer.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.

- DO NOT disturb any paperwork on top of desk or surrounding floors or tables.

11.3 LUNCH ROOM AND LOUNGE

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Note: Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.

- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface
- Remove graffiti from all surfaces where found (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)
- Clean and sanitize the exterior surfaces of the refrigerator, stove/range, microwave, toaster, and toaster oven.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, and paper towel.
- Refill all dispensers; soap (with dish soap), paper towel and hand sanitizer.

11.4 LOBBIES AND CORRIDORS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. (Note: Emergency Exit doors must not be opened to prevent alarms from sounding.)
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms,

fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.

- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.5 ELEVATORS

- Clean and sanitize panels and handrails to remove dirt, marks, fingerprints, smudges, splashes and spots.
- Clean all doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners and any other hard to reach areas.
- Spot clean all carpeted areas, using the most appropriate method to completely remove the spot/stain without damaging the surface.

- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.6 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Clean all exterior book drop containers and wall-mount deposit doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior wall-mount mail-drop doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior signs and plaques to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Empty and clean the exterior surfaces of the exterior trash receptacles and replace plastic liners.
- Empty and clean the exterior cigarette urns.
- Sweep the library entry area to a reasonable location; collect and dispose of swept dirt, debris, etc.
- Sweep the library loading dock and side/rear staff entrances; collect and dispose of swept dirt, debris, etc.
- Sweep and dispose of all trash in the library exterior patio/lunch area; collect and dispose of swept dirt, debris, etc.
- Clean all tables and chairs, including top, base, legs and cross supports to remove dust, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Locate and dispose of all trash in the parking lot, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.
- Locate and dispose of all trash in the loading dock, side/rear staff entrances, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.

11.7 SPECIAL INSTRUCTIONS

- Special daily work requirements for individual libraries, i.e. artwork, special furniture, etc., are identified in Attachment V, Special Work Requirements of the SOW.

12.0 SPECIFIC WEEKLY WORK REQUIREMENTS

All assignments listed below are to be completed **weekly**. The Contractor's employees are required to use all appropriate cleaning materials to complete their assignments and clean all work areas after completion of assignments.

Within five (5) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written weekly schedule for each library facility. This list will list the day of the week each weekly service will be completed.

12.1 MAIN LIBRARY (INTERIOR) AND MEETING ROOMS

- Clean and remove all visible cobwebs up to 12 feet
- Dust window blinds and shades
- Clean all baseboards
- Clean and sanitize handrails
- Sweep all steps
- Dust all surfaces (6 feet and above)

NOTE: It is the responsibility of the Contractor to provide appropriate equipment (i.e., ladders) to the Contractor employees.

12.2 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Hose down sidewalks, steps, walkways, stairs, loading docks, entry and patio areas of the building
(Area includes up to the property line and/or the public sidewalk)

12.3 SPECIAL INSTRUCTIONS

- Special weekly work requirements for individual libraries are identified in Attachment V, Special Work Requirements of the SOW.

13.0 SCHEDULED MAJOR CLEANING SERVICES

The Contractor is required to be familiar with all surfaces to be cleaned and the appropriate cleaning equipment and materials necessary to complete these services.

Within fifteen (15) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written Major Cleaning Services Schedule for each library facility. This schedule will list the month, week and day that each Major Cleaning Service will be performed. Failure to provide the schedule may result in liquidated or other damages. Refer to the SOW Exhibits, Exhibit 2 – PRS.

This schedule is used to notify library locations of upcoming major cleaning services which may require action by the library staff, i.e., removal of boxes from floor, movement of furniture or personal items. The schedule must be followed and if a cleaning is to be re-scheduled, a notification of at least five (5) business days must be given. Failure to provide this notification may result in liquidated damages. In addition, failure to perform major cleaning services on the date scheduled may also result in liquidated damages. Correction of this failure to clean must be accomplished within ten (10) business days of the original

scheduled date, unless otherwise instructed by the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

Upon completion of the cleaning the Contractor employee will leave the **Custodial Services Major Cleaning Monitoring Report** form (Attachment II) on the circulation desk of the library serviced. Failure to leave this document will constitute a failure to perform the cleaning service and will result in the same action as stated above.

All completed services will be evaluated, rated and approved by the Public Library facility staff. Confirmation of services **will not** be acknowledged by the County until a signed copy, approving the work, is received by the County Contract Project Monitor. If services are rated as Unsatisfactory or Not Done, the Contractor is obligated to provide the corrective service by a date agreed upon by the County and the Contractor. The corrective service must be done within the same frequency period in which the Unsatisfactory or Not Done rating occurred. Liquidated damages may apply if the corrective service is not performed by the dated agreed upon and/or within the frequency period. The assessment of liquidated damages does not relieve the Contractor from their responsibility for the corrective service. Refer to the SOW Exhibits, Exhibit 2 – PRS.

NOTE: Contractor employees must clean all work areas before and after and return the library to its original condition after completion of assignments.

13.1 FLOORS

- Strip and wax or seal floors every three (3) months (four times a year)
- Degrease and remove chemical spills from areas surrounding all photocopy machines
- Strip and clean thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- Wax or seal and buff thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- For floors where stripping, waxing or sealing is not indicated, a deep cleaning will be performed
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.2 CARPET

- Shampoo carpet and area rugs every three (3) months (four times a year)
- Degrease and remove chemical spills from areas surrounding all photocopy machines

- Shampoo thoroughly (including corners and behind doors) all carpeted areas using appropriate cleaning material for various carpet types
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.3 WINDOWS (Interior and Exterior)

- Clean full length of all windows including frames and sills every four (4) months (three times a year)
- Clean windows using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Clean thoroughly, including the removal of hard water stains and deposits regardless of source, using appropriate cleaning materials

13.4 CEILING/WALL VENTS

- Clean ceiling air vents every four (4) months (three times a year)
- Clean wall, air or heat vents every four (4) months (three times a year)
- Remove all vents using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Remove and clean thoroughly all covers using appropriate cleaning materials
- Vacuum air vents thoroughly

13.5 LIGHT FIXTURES (Interior and Exterior)

- Clean light fixtures (frames and lens) every six (6) months (two times a year)
- Clean thoroughly all light fixtures (frames and lens) using appropriate cleaning materials
- Remove all lens using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Report any burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures upon discovery to the County Contract Project Monitor upon discovery

13.6 WINDOW BLINDS/MECHO SHADES

- Clean window blinds and mecho shades every four (4) months (three times a year)
- Wash and clean thoroughly all window blinds (only) using appropriate cleaning materials and manufacturers instructions
- Dry dust mecho shades using appropriate equipment
- Remove all window blinds using ladders, scaffolding, hydraulic lifts, or catwalks, as appropriate
- Do not remove mecho shades

13.7 FURNITURE

- Shampoo upholstered furniture and clean wood, plastic, and vinyl chairs every four (4) months (three times a year)
- Shampoo and remove stains thoroughly from all upholstered furniture using appropriate cleaning materials for various upholstery types
- Clean thoroughly all wood, plastic and vinyl chairs using appropriate cleaning materials
- Thoroughly vacuum under seat cushions

13.8 RESTROOM WALLS

- Wash and clean thoroughly all restroom walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

13.9 CUBICLE WALLS

- Vacuum and clean thoroughly all cubicle walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

14.0 SUPPLY REQUIREMENTS

The Contractor will provide all supplies necessary to accommodate each library facility needs for each day the library facility is open. A list of required supplies includes:

- White 2-ply toilet paper (roll);
- Toilet seat covers; style appropriate to the various dispensers
- Commercial grade liquid hand soap for dispensing;
- Bi- or Tri-fold paper towels appropriate for the various dispensers;
- Diaper changing table liners; style appropriate to the various dispensers;
- Urinal deodorant cakes;
- Deodorizers (upon the County's request);
- Trash can liners; size appropriate to the receptacles;
- Sanitary napkins/tampons.
- Hand sanitizer

15.0 GREEN INITIATIVES

15.1 The Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

15.2 The Contractor will notify the County's Contract Project Manager of the Contractor's new green initiatives prior to the Contract commencement.

16.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

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

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days will constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, will be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten (10) business days' written notice with or without cause, as provided for in Section 8.0 – Standard Terms and Conditions, Sub-section 8.44 – Termination for Convenience of the Contract.

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EXHIBIT A

ATTACHMENTS

- I SERVICE LOCATIONS AND HOURS – AREA 1**
- II MAJOR CLEANING MONITORING REPORT**
- III CUSTODIAL CALL BACK REQUEST SLIP**
- IV CUSTODIAL SERVICES EMPLOYEE SIGN-IN LOG**
- V SPECIAL WORK REQUIREMENTS – AREA 1**

ATTACHMENT I

SERVICE LOCATIONS AND HOURS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 1

Library Information

Library Hours

1 Acton-Agua Dulce Library

33792 Crown Valley Road
Acton, CA 93510

Total Square Feet:	11,343	Sq. Ft.
Glass:	2,348	Sq. Ft.
Tile:	1,131	Sq. Ft.
Carpet:	7,153	Sq. Ft.
Rubber:	1,209	Sq. Ft.
Vinyl:	547	Sq. Ft.
Parking Lot	23,000	Sq. Ft.
Number of Light Fixtures:	169	

Monday	10:00 A.M. - 8:00 P.M.
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 6:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

2 Agoura Hills Library

29901 Ladyface Court
Agoura Hills, CA 91301

Total Square Feet:	17,722	Sq. Ft.
Glass:	2,547	Sq. Ft.
Tile:	3,962	Sq. Ft.
Carpet	12,409	Sq. Ft.
Parking Lot	0	Sq. Ft.
Number of Light Fixtures:	421	

Monday	10:00 A.M.- 8:00 P.M.
Tuesday	10:00 A.M.- 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	11:00 A.M. - 5:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

3 Castaic Library

27971 Sloan Canyon Road
Castaic, CA 91384

Total Square Feet:	12,250	Sq. Ft.
Glass:	1,008	Sq. Ft.
Tile:	512	Sq. Ft.
Wood Flooring:	1,102	Sq. Ft.
Vinyl:	1,728	Sq. Ft.
Carpet	6,560	Sq. Ft.
Parking Lot	17,000	Sq. Ft.
Number of Light Fixtures:	215	

Monday	10:00 A.M. - 8:00 P.M.
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	12:00 P.M. - 6:00 P.M.
Thursday	12:00 P.M. - 6:00 P.M.
Friday	12:00 P.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 1

Library Information

Library Hours

4 Lake Los Angeles Library

16921 East Avenue O, #A
Palmdale, CA 93591

Total Square Feet:	4,250	Sq. Ft.
Glass:	353	Sq. Ft.
Tile:	800	Sq. Ft.
Carpet	3,376	Sq. Ft.
Parking Lot	0	Sq. Ft.
Number of Light Fixtures:	59	

Monday	11:00 A.M. - 7:00 P.M.
Tuesday	11:00 A.M. - 7:00 P.M.
Wednesday	10:00 A.M. - 6:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 6:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

5 Lancaster Library

601 W. Lancaster Blvd.
Lancaster, CA 93534

Total Square Feet:	48,721	Sq. Ft.
Glass:	1,788	Sq. Ft.
Tile:	19,643	Sq. Ft.
Carpet	29,078	Sq. Ft.
Parking Lot	93,852	Sq. Ft.
Number of Light Fixtures:	1,379	

Monday	10:00 A.M. - 8:00 P.M.
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 5:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	11:00 A.M. - 5:00 P.M.
Sunday	1:00 P.M. - 5:00 P.M.

6 Littlerock Library

35119 80th Street East
Little Rock, CA 93543

Total Square Feet:	3,680	Sq. Ft.
Glass:	50	Sq. Ft.
Tile:	2,335	Sq. Ft.
Carpet	1,345	Sq. Ft.
Parking Lot	24,300	Sq. Ft.
Number of Light Fixtures:	48	

Monday	11:00 A.M. - 7:00 P.M.
Tuesday	11:00 A.M. - 7:00 P.M.
Wednesday	10:00 A.M. - 5:00 P.M.
Thursday	10:00 A.M. - 5:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 1

Library Information

Library Hours

7 Malibu Library				
23519 West Civic Center Way				
Malibu, CA 90265				
Total Square Feet:	16,530	Sq. Ft.	Monday	11:00 A.M. - 8:00 P.M.
Glass:	1,164	Sq. Ft.	Tuesday	11:00 A.M. - 8:00 P.M.
Tile:	3,980	Sq. Ft.	Wednesday	11:00 A.M. - 8:00 P.M.
Carpet	11,920	Sq. Ft.	Thursday	11:00 A.M. - 6:00 P.M.
Parking Lot	0	Sq. Ft.	Friday	11:00 A.M. - 5:00 P.M.
Number of Light Fixtures:	262		Saturday	11:00 A.M. - 5:00 P.M.
			Sunday	1:00 P.M. - 5:00 P.M.

8 North Region Office				
21182 Centre Point Pkwy				
Suite 130				
Santa Clarita, CA 91350				
Total Square Feet:	3,000	Sq. Ft.	Monday	08:00 A.M. - 6:00 P.M.
Glass:	170	Sq. Ft.	Tuesday	08:00 A.M. - 6:00 P.M.
Tile:	220	Sq. Ft.	Wednesday	08:00 A.M. - 6:00 P.M.
Carpet	2,260	Sq. Ft.	Thursday	08:00 A.M. - 6:00 P.M.
Parking Lot	N/A	Sq. Ft.	Friday	08:00 A.M. - 6:00 P.M.
Number of Light Fixtures:	45		Saturday	CLOSED
			Sunday	CLOSED

9 Quartz Hill Library				
42018 North 50 th Street West				
Quartz Hills, CA 93536				
Total Square Feet:	3,530	Sq. Ft.	Monday	10:00 A.M. - 5:00 P.M.
Glass:	520	Sq. Ft.	Tuesday	10:00 A.M. - 8:00 P.M.
Tile:	2,346	Sq. Ft.	Wednesday	10:00 A.M. - 8:00 P.M.
Carpet	1,184	Sq. Ft.	Thursday	10:00 A.M. - 5:00 P.M.
Parking Lot	6,500	Sq. Ft.	Friday	10:00 A.M. - 5:00 P.M.
Number of Light Fixtures:	38		Saturday	10:00 A.M. - 5:00 P.M.
			Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 1

Library Information

Library Hours

10 Stevenson Ranch Library

25950 The Old Road
Stevenson Ranch, CA 91381

Total Square Feet:	11,555	Sq. Ft.
Glass:	552	Sq. Ft.
Terrazo Tile:	1,885	Sq. Ft.
Ceramic Tile:	501	Sq. Ft.
VCT:	1,622	Sq. Ft.
Carpet	6,168	Sq. Ft.
Number of Light Fixtures:	250	

Monday	10:00 A.M. - 8:00 P.M.
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

11 Topanga Canyon Library

122 N. Topanga Canyon Blvd.
Topanga Canyon, CA 90290

Total Square Feet:	11,048	Sq. Ft.
Glass:	1,708	Sq. Ft.
Tile:	3,732	Sq. Ft.
Carpet	7,315	Sq. Ft.
Parking Lot	17,280	Sq. Ft.
Number of Light Fixtures:	143	

Monday	10:00 A.M. - 8:00 P.M.
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 6:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	1:00 P.M. - 5:00 P.M.

ATTACHMENT II

MAJOR CLEANING MONITORING REPORT

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

CONTRACTOR'S STAFF USE ONLY

PLEASE COMPLETE AND PLACE FORM ON THE CIRCULATION COUNTER
WHERE EASILY SEEN

Library Name: _____ Date: _____

Name of Company: _____ Completed by: _____

THIS LIBRARY RECEIVED THE FOLLOWING MAJOR CLEANING SERVICE:

- Floor Stripped & Waxed/Sealed
 - Carpet Shampooed
 - Light Fixtures Cleaned
 - Windows Cleaned (Interior and Exterior)
 - Ceiling/Wall Vents Cleaned
 - Furniture Cleaned/Polished/Shampooed
 - Restroom Walls Cleaned
 - Window Blinds/Mecho Shades Cleaned
 - Cubicle Walls Cleaned
- Custodial Comments Only: _____

CORRECTION DATE FOR ANY UNSATISFACTORY RATING: _____

LIBRARY STAFF USE ONLY

PLEASE SIGN AND FAX THIS FORM IMMEDIATELY TO: **Contract Services**
LHQ - Facilities Services
(562) 803 - 0016

CLM's Name (Print): _____

CLM's Signature: _____ Date: _____

- Cleaning Satisfactory
- Cleaning Unsatisfactory
- Job Not Done

Library Staff Comments Only: _____

Corrections Done – Satisfactory Library Signature: _____ Date: _____

CONTRACT STAFF USE ONLY

Comments: _____

Logged and Filed **COMPLETE**

ATTACHMENT III

CUSTODIAL CALL BACK REQUEST SLIP

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL CALL BACK REQUEST SLIP

CONTRACTOR USE ONLY

Date of Request: _____ Time Request Received From PL: _____

Library Name: _____

Starting Location: _____ Start Travel Time: _____ End Travel Time: _____
(City)

Contractor Company Name: _____

Contractor Employee Name (Print): _____

THE FOLLOWING CALL BACK HAS BEEN REQUESTED FOR THIS LIBRARY:

LIBRARY STAFF USE ONLY

INSTRUCTIONS TO LIBRARY STAFF:

Please ensure that the custodial staff signs in immediately upon arrival and signs out when work is completed. Please initial VERIFYING arrival and departure times. **Immediately fax completed form to Contracts Unit at (562) 803-0016.**

Time of Arrival: _____ a.m. / p.m. Time of Departure: _____ a.m. / p.m.

Custodian Initial: _____ Library Staff Initial: _____

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

Staff Name (Print): _____

Staff Signature: _____ Date: _____

CONTRACT STAFF ONLY

Comments:

Service Time: _____
Travel Time: _____
Total Actual Hours: _____
(Service & Travel)
Total Billed Hours: _____

INVOICE RECEIVED: Invoice No.: _____

Logged -COMPLETE

ATTACHMENT IV

CUSTODIAL SERVICES EMPLOYEE SIGN-IN/SIGN-OUT LOG

ATTACHMENT V

SPECIAL WORK REQUIREMENTS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SPECIAL WORK REQUIREMENTS**

CUSTODIAL SERVICES – AREA 1

Acton-Agua Dulce Library

Artwork

- Feather dust only
- Do not use any type of cleaning agent or polish

Castaic Library

Children's Area - Wall Art Work

- Do not use water or damp cloth or any cleanser on mural
- Wipe clean with dry microfiber cloth only

Harwood Ceiling in the Main library area

- Dust and clean with appropriate cleaning material only

Malibu Library

Lights are motion sensor. Do not turn light switches on/off.

Children's Area - Wall Mural

- Do not use water or damp cloth or any cleanser on mural
- Wipe clean with dry microfiber cloth only

Mountaineer Collection Cabinet

- Do not use polish on wood

North Region Office

Commercial Center's Mailbox

- Do not clean. Is maintained by landowner.

Stevenson Ranch Library

Children's Area - Wall Art Work

- Do not use water or damp cloth or any cleanser on mural
- Wipe clean with dry microfiber cloth only

**STATEMENT OF WORK
EXHIBITS**

STATEMENT OF WORK EXHIBITS

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7400 E. IMPERIAL HWY. • P.O. BOX 7011 • DOWNEY, CA 90241-7011 • PHONE: 562-940-8485 • FAX: 562-803-0016

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: **January 1, 2015**

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.,

FROM:	Jane Smith	Phone No.:	(562) 940 – 6919
	Contract Services Unit	Fax No.:	(562) 803 – 0016

CONTRACT NO. **12345** CONTRACT TITLE: **CUSTODIAL SERVICES – AREA 4**

TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the Contract Services Coordinator.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The Contract Services Coordinator will evaluate the Contractor's response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Sub-Section 4.3	Term of Contract	Contractor must comply with the requirements specified in Sub-Section 4.3	Receipt of document	\$200 per occurrence
Contract: Sub-Section 5.5	Contract Sum	Contractor must send written notification that the Contractor has incurred 75% of the total contract authorization.	Receipt of document	\$200 per occurrence
Contract: Section 7.0	Administration of Contract – Contractor	Contractor shall notify the County in writing of any changes.	Receipt of document	\$200 per occurrence
Contract: Sub-Section 7.3	Contractor's Staff Identification	Contractor must comply with the requirements specified in Sub-Section 7.3	Inspection and Observation	\$200 per occurrence
Contract: Sub-Section 7.4	Background and Security Investigations	Contractor must comply with the requirements specified in Sub-Section 7.4	Inspection and Observation	\$500 per occurrence
Contract: Sub-Section 8.5	Complaints	Contractor must comply with the requirements specified in Sub-Section 8.5	Inspection, Observation and Receipt of document	\$200 per occurrence
Contract: Sub-Section 8.25	General Provisions For All Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.26	Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.29	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub-Section 8.29	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.40	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-Section 8.40	Inspection of files	\$500 per occurrence; possible termination for default of contract.

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 9.1.6	County's Living Wage Program – Notification to Employees	Contractor must distribute County provided notices to each employee at least once per year.	Inspection and Documentation	\$500 per occurrence, per employee
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Certified Monitoring Reports	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 1.	Observation and monthly monitoring reports	\$100 per calendar day will be assessed until receipt of complete and accurate reports
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Payment of Less than the Required Living Wage	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 2	Observation and monthly monitoring reports	\$500 per occurrence
Contract: Paragraph 9.1.8	County's Living Wage Program – Use of Full-Time Employees	Contractor must comply with the requirements of Paragraph 9.1.8	Observation and monthly monitoring reports	\$500 per occurrence
SOW: Section 4.0	Quality Control	Contractor must comply with the requirements specified in Section 4.0	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.1	Quality Assurance Plan - Meetings	Contractor attendance at all required County meetings.	Inspection and Observation	\$200 per occurrence
SOW: Paragraph 6.2.1	Furnished Items - Keys/Access Cards/Remote Controls	Secure and maintain keys/access cards/remote controls. Contractor responsible for replacement/theft/loss.	Observation	Contractor pays for re-keying of facility due to lost key(s)/key card
SOW: Paragraph 6.2.2	Furnished Items – Alarm Codes	Properly arm the intrusion alarm and prevent false alarms	Observation	\$200 per occurrence plus cost of fines incurred
SOW: Paragraph 6.2.3	Furnished Items – Utilities	Contractor shall not use County peripherals for private use.	Inspection and Observation	\$100 per occurrence
SOW: Paragraph 6.2.5	Furnished Items – Storage	Secure and maintain County provided storage area.	Inspection and Observation	\$100 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Sub-Section 6.3	Contractor – Contractor Project Manager	Provide a Contractor Project Manager accessible all hours 365 days/year. Notify Changes to County Contract Project Manager.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.4	Contractor - Personnel	Contractor must comply with the requirements of Sub-Section 6.4	Observation	\$200 per occurrence
SOW: Sub-Section 6.5	Uniforms and Identification Badges	Contractor must comply with the requirements specified in Sub-Section 6.5.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.6	Materials and Equipment	Contractor must comply with the requirements specified in Sub-Section 6.6.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.7	Training	Contractor must comply with the requirements specified in Sub-Section 6.7	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.8	Contractor's Office	Contractor must comply with the requirements specified in Sub-Section 6.8.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.9	Contractor's Damage	Contractor must comply with the requirements specified in Sub-Section 6.9.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.11	Facility Security	Contractor must comply with the requirements specified in Sub-Section 6.11.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 7.0	Hours/Days of Work	Contractor must to comply with the requirements of Section 7.0.	Inspection and Observation	\$200 per occurrence
SOW: Sub-Section 8.0	Work Schedules	Contractor must comply with the requirements specified in Section 8.0.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 9.6	Unanticipated Work - Call Back	100 % Completion of Required Services. Contractor must comply with Sub-Section 9.6.	Inspection and Observation	\$500 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 10.0	Sign-In Requirements	Contractor must comply with the requirements specified in Section 10.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 11.0	Specific Daily Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 11.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 12.0	Specific Weekly Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 12.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 13.0	Annual Scheduled Major Cleaning Services	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 13.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 14.0	Supply Requirements	Contractor must comply with the requirements specified in Section 14.0.	Inspection and Observation	\$100 per occurrence per facility

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

EXHIBIT B

PRICING SCHEDULE

PRICING SCHEDULE

FACILITY: Acton Agua Dulce Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>3.00</u>	hours per week	<u>13.00</u>
				hours per month
Custodian:	<u>1</u>	<u>23.00</u>	hours per week	<u>99.67</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>197.23</u>	\$ <u>788.91</u>
B CARPET (SOW 13.2)	4	\$ <u>169.95</u>	\$ <u>679.80</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>184.13</u>	\$ <u>552.40</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>92.07</u>	\$ <u>276.20</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>388.32</u>	\$ <u>776.64</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>122.76</u>	\$ <u>368.27</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>92.07</u>	\$ <u>276.20</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>122.76</u>	\$ <u>245.51</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>122.76</u>	\$ <u>245.51</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>46,890.24</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 150.29 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 90.17 per day (use figures)

PRICING SCHEDULE

FACILITY: Agoura Hills Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>3.87</u>	hours per week	<u>16.76</u>
				hours per month
Custodian:	<u>1</u>	<u>27.50</u>	hours per week	<u>119.17</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>345.71</u>	\$ <u>1,382.85</u>
B CARPET (SOW 13.2)	4	\$ <u>297.90</u>	\$ <u>1,191.59</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>322.76</u>	\$ <u>968.28</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>161.38</u>	\$ <u>484.14</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>680.67</u>	\$ <u>1,361.33</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>215.17</u>	\$ <u>645.52</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>161.38</u>	\$ <u>484.14</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>215.17</u>	\$ <u>430.34</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>215.17</u>	\$ <u>430.34</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>39,992.76</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 128.18 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 76.91 per day (use figures)

PRICING SCHEDULE

FACILITY: Castaic Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>4.07</u>	hours per week	<u>17.62</u> hours per month
Custodian:	<u>1</u>	<u>32.50</u>	hours per week	<u>140.83</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>210.02</u>	\$ <u>840.07</u>
B. CARPET (SOW 13.2)	4	\$ <u>180.97</u>	\$ <u>723.88</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>196.07</u>	\$ <u>588.22</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>98.04</u>	\$ <u>294.11</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>413.50</u>	\$ <u>827.00</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>130.72</u>	\$ <u>392.15</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>98.04</u>	\$ <u>294.11</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>130.72</u>	\$ <u>261.43</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>130.72</u>	\$ <u>261.43</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>41,882.52</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 134.24 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 80.54 per day (use figures)

PRICING SCHEDULE

FACILITY: Lake Los Angeles Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>1.24</u> hours per week	<u>5.39</u> hours per month
Custodian:	<u>1</u>	<u>9.75</u> hours per week	<u>42.25</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>72.82</u>	\$ <u>291.30</u>
B. CARPET (SOW 13.2)	4	\$ <u>62.75</u>	\$ <u>251.01</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>67.99</u>	\$ <u>203.97</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>33.99</u>	\$ <u>101.98</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>143.38</u>	\$ <u>286.76</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>45.33</u>	\$ <u>135.98</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>33.99</u>	\$ <u>101.98</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>45.33</u>	\$ <u>90.65</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>45.33</u>	\$ <u>90.65</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>12,830.16</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 41.12 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 24.67 per day (use figures)

PRICING SCHEDULE

FACILITY: Lancaster Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>12.75</u>	hours per week	<u>55.24</u>
				hours per month
Custodian:	<u>3</u>	<u>91.50</u>	hours per week	<u>396.50</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>1,058.48</u>	\$ <u>4,233.90</u>
B. CARPET (SOW 13.2)	4	\$ <u>912.08</u>	\$ <u>3,648.32</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>988.20</u>	\$ <u>2,964.60</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>494.10</u>	\$ <u>1,482.30</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>2,084.02</u>	\$ <u>4,168.04</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>658.80</u>	\$ <u>1,976.40</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>494.10</u>	\$ <u>1,482.30</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>658.80</u>	\$ <u>1,317.60</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>658.80</u>	\$ <u>1,317.60</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>131,716.68</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 361.86 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 217.12 per day (use figures)

PRICING SCHEDULE

FACILITY: Littlerock Library

I. HOURS OF SERVICE:

	<u>Number of Staff Assigned</u>			<u>Hours of Service</u>		
Supervisor:	<u>1</u>	<u>1.54</u>	hours per week	<u>6.66</u>	hours per month	
Custodian:	<u>1</u>	<u>12.50</u>	hours per week	<u>54.17</u>	hours per month	

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

<u>II. MAJOR CLEANING SERVICES:</u>	<u>ANNUAL FREQUENCY</u>	<u>COST PER FREQUENCY</u>	<u>ANNUAL COST</u>
A. FLOORS (SOW 13.1)	4	\$ <u>70.47</u>	\$ <u>281.88</u>
B CARPET (SOW 13.2)	4	\$ <u>60.72</u>	\$ <u>242.90</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>65.79</u>	\$ <u>197.38</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>32.90</u>	\$ <u>98.69</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>138.75</u>	\$ <u>277.50</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>43.86</u>	\$ <u>131.58</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>32.90</u>	\$ <u>98.69</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>43.86</u>	\$ <u>87.72</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>43.86</u>	\$ <u>87.72</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>15,833.64</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 50.75 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 30.45 per day (use figures)

PRICING SCHEDULE

FACILITY: Malibu Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>4.59</u>	hours per week	<u>19.91</u>
				hours per month
Custodian:	<u>1</u>	<u>35.00</u>	hours per week	<u>151.67</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>294.22</u>	\$ <u>1,176.88</u>
B CARPET (SOW 13.2)	4	\$ <u>253.53</u>	\$ <u>1,014.11</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>274.69</u>	\$ <u>824.06</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>137.34</u>	\$ <u>412.03</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>579.29</u>	\$ <u>1,158.57</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>183.12</u>	\$ <u>549.37</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>137.34</u>	\$ <u>412.03</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>183.12</u>	\$ <u>366.25</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>183.12</u>	\$ <u>366.25</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>47,387.16</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 130.18 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 78.11 per day (use figures)

PRICING SCHEDULE

FACILITY: North Region Office

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>0.79</u> hours per week	<u>3.44</u> hours per month
Custodian:	<u>1</u>	<u>6.25</u> hours per week	<u>27.08</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>49.04</u>	\$ <u>196.15</u>
B. CARPET (SOW 13.2)	4	\$ <u>42.25</u>	\$ <u>169.02</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>45.78</u>	\$ <u>137.34</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>22.89</u>	\$ <u>68.67</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>96.55</u>	\$ <u>193.10</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>30.52</u>	\$ <u>91.56</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>22.89</u>	\$ <u>68.67</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>30.52</u>	\$ <u>61.04</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>30.52</u>	\$ <u>61.04</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>8,174.64</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 31.44 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 18.86 per day (use figures)

PRICING SCHEDULE

FACILITY: Quartz Hill Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>1.45</u>	hours per week	<u>6.29</u> hours per month
Custodian:	<u>1</u>	<u>11.00</u>	hours per week	<u>47.67</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>100.58</u>	\$ <u>402.31</u>
B CARPET (SOW 13.2)	4	\$ <u>86.67</u>	\$ <u>346.66</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>93.90</u>	\$ <u>281.70</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>46.95</u>	\$ <u>140.85</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>198.02</u>	\$ <u>396.05</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>62.60</u>	\$ <u>187.80</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>46.95</u>	\$ <u>140.85</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>62.60</u>	\$ <u>125.20</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>62.60</u>	\$ <u>125.20</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>14,987.04</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 48.04 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 28.82 per day (use figures)

PRICING SCHEDULE

FACILITY: Stevenson Ranch

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>3.64</u>	hours per week	<u>15.78</u>
				hours per month
Custodian:	<u>1</u>	<u>28.25</u>	hours per week	<u>122.42</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>224.77</u>	\$ <u>899.07</u>
B CARPET (SOW 13.2)	4	\$ <u>193.68</u>	\$ <u>774.72</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>209.85</u>	\$ <u>629.54</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>104.92</u>	\$ <u>314.77</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>442.54</u>	\$ <u>885.09</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>139.90</u>	\$ <u>419.69</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>104.92</u>	\$ <u>314.77</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>139.90</u>	\$ <u>279.79</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>139.90</u>	\$ <u>279.79</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>37,553.76</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:	Cost Per Request
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 120.36 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 72.22 per day (use figures)

PRICING SCHEDULE

FACILITY: Topanga Canyon Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>3.05</u>	hours per week	<u>13.23</u>
				hours per month
Custodian:	<u>1</u>	<u>23.50</u>	hours per week	<u>101.83</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>195.42</u>	\$ <u>781.67</u>
B CARPET (SOW 13.2)	4	\$ <u>168.39</u>	\$ <u>673.56</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>182.44</u>	\$ <u>547.33</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>91.22</u>	\$ <u>273.66</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>384.75</u>	\$ <u>769.51</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>121.63</u>	\$ <u>364.89</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>91.22</u>	\$ <u>273.66</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>121.63</u>	\$ <u>243.26</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>121.63</u>	\$ <u>243.26</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>31,479.48</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 100.90 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 60.54 per day (use figures)

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

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

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for custodial services at the County of Los Angeles Public Library Custodial Services - **Area 1** as identified in the attached specifications.

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

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

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR AREA 1:

\$ 35,727.34 per month (use figures)

ANNUAL CONTRACTOR FEE FOR EACH OF THE FOUR (4) CONTRACT YEARS OF AREA 1 (same amount for each year)

\$ 428,728.08 per year (use figures)

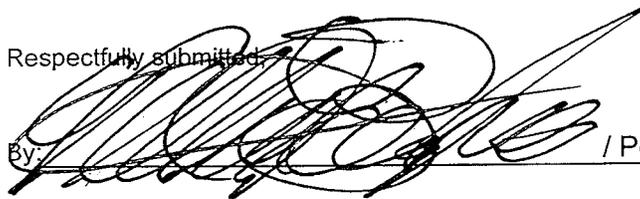
EMPLOYEE RATES:

Supervisors:	Minimum Hourly Wage : <u> \$16.00 </u>
Custodians:	Minimum Hourly Wage : <u> \$11.84 </u>
Other(<u> Floor Technician </u>):	Minimum Hourly Wage : <u> \$12.84 </u>

"CALL-BACK" RATE: \$25 per hour / 3 hr minimum

"ADDITIONAL/SPECIALTY AS-NEEDED SERVICES" RATES: See *Exhibit B - Pricing Schedule* of each facility (Library).

Respectfully submitted,

By:  / Peter Berghuis

 Chief Operations Officer
 Title

 8/25/2015
 Date

 PRIDE Industries One, Inc.
 Firm or Corporation Name

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

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

PRIDE Industries One, Inc.

Contractor Name

10030 Foothills Blvd. Roseville, CA 95747

Address

91-1827109

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Peter Berghuis, Chief Operating Officer
 Authorized Official's Printed Name and Title

Authorized Official's Signature

10/5/15
 Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CUSTODIAL SERVICES

COUNTY PROJECT DIRECTOR:

Name: **Yolanda De Ramus**
Title: Acting County Librarian
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 840-8412 Facsimile: (562) 803-3032
E-Mail Address: yderamus@library.lacounty.gov

COUNTY PROJECT MANAGER:

Name: **Elsa Muñoz**
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8450 Facsimile: (562) 803-0330
E-Mail Address: emunoz@library.lacounty.gov

COUNTY PROJECT MONITOR:

Name: **Gilbert A. Garcia**
Title: Contracts Services Coordinator
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8478 Facsimile: (562) 803-0016
E-Mail Address: ggarcia@library.lacounty.gov

COUNTY PROJECT ANALYST:

Name: Leticia Isunza, Contract Analyst
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8485 Facsimile: (562) 803-0016
E-Mail Address: lisunza@library.lacounty.gov or
contractservices@library.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: PRIDE Industries One, Inc.

CONTRACT NO: All Areas – County of Los Angeles Public Libraries

CONTRACTOR'S PROJECT MANAGER:

Name: Jeremiah Goldberg

Title: Senior Regional Manager

Address: 7436 Bandini Boulevard

Commerce, CA 90040

Telephone: (626) 436-4793

Facsimile: (323) 597-1027

E-Mail Address: jeremiah.goldberg@prideindustries.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Peter Berghuis

Title: Senior Vice President

Address: 10030 Foothills Boulevard M/S 13

Roseville, CA 95747

Telephone: (916) 788-2312

Facsimile: (916) 788-2565

E-Mail Address: peter.berghuis@prideindustries.com

Name: Gina DeBernardi

Title: Director of Contracts

Address: 10030 Foothills Boulevard M/S 13

Roseville, CA 95747

Telephone: (916) 788-2344

Facsimile: (916) 788-2565

E-Mail Address: gina.debernardi@prideindustries.com

Notices to Contractor shall be sent to the following:

Name: PRIDE Industries One, Inc. Jeremiah Goldberg

Title: Contracts Dept M/S 13 Senior Regional Manager

Address: 10030 Foothills Boulevard 7436 Bandini Boulevard

Roseville, CA 95747 Commerce, CA 90040

Telephone: (916) 788-2362 (626) 436-4793

Facsimile: (916) 788-2565 (323) 597-1027

E-Mail Address: laurel.petersen@prideindustries.com jeremiah.goldberg@prideindustries.com

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: PRIDE Industries One, Inc. _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

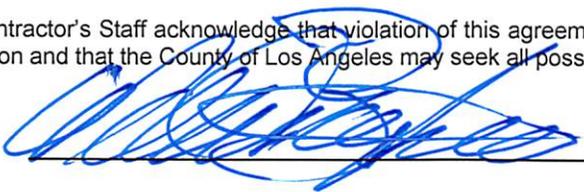
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

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

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

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

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

SIGNATURE:  _____

DATE: 10 / 5 / 2015

PRINTED NAME: Peter Berghuis

POSITION: Chief Operating Officer

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

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

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

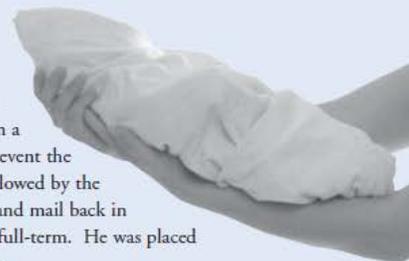
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

LIVING WAGE ORDINANCE

Sections:

- 2.201.010 - Findings.**
- 2.201.020 - Definitions.**
- 2.201.030 - Prospective effect.**
- 2.201.040 - Payment of living wage.**
- 2.201.050 - Other provisions.**
- 2.201.060 - Employer retaliation prohibited.**
- 2.201.070 - Employee retention rights.**
- 2.201.080 - Enforcement and remedies.**
- 2.201.090 - Exceptions.**
- 2.201.100 - Severability.**

2.201.010 - Findings.

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

(Ord. 2007-0011 § 1, 2007; 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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- 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.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business.
(Ord. 2007-0011 §2, 2007: 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. ^[152] 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.)

2.201.040 - Payment of living wage.

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

(Ord. 2007-0011 § 3, 2007: 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 Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive 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. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)*

2.201.060 - Employer retaliation prohibited.

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

2.201.070 - Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.
(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- D. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.
(Ord. 2007-0011 § 4, 2007: 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.)

FOOTNOTE(S):

⁽¹⁵²⁾ **Editor's note**— Ordinance 99-0048, which enacted Ch.2.201, is effective on July 22, 1999.

EXHIBIT K

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS



EXHIBIT K

**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 reports. Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign this form before submitting.

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

(1) Name: Contractor Subcontractor 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 & Last 4 digits of SSN	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (18x19)
		1	2	3	4	5						
1												
2												
3												
4												
5												

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. Print Authorized Name:	Total (This Page)	0	0	0	0	0	0		0		0	0
	Grand Total (All Pages)											

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

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

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
indirectly, from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended
(48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 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:
Date:
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 CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT M

CALIFORNIA LABOR CODE SECTIONS 1060-1065

LABOR CODE

SECTION 1060-1065

1060. The following definitions shall apply throughout this chapter:

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

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

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

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

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

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

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

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

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

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

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

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

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

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

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

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

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT N

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
- 3. A purchase made through a state or federal contract;
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
- 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT O

FACILITIES MAINTENANCE COST

CUSTODIAL SERVICES – AREA 1

FACILITIES MAINTENANCE COST
PRIDE Industries One, Inc.

Library Facilities	Annual Amount	Monthly Amount
Acton Agua Dulce Library	\$ 46,890.24	\$ 3,907.52
Agoura Hills Library	\$ 39,992.76	\$ 3,332.73
Castaic Library	\$ 41,882.52	\$ 3,490.21
Lake Los Angeles Library	\$ 12,830.16	\$ 1,069.18
Lancaster Library	\$ 131,716.68	\$ 10,976.39
Littlerock Library	\$ 15,833.64	\$ 1,319.47
Malibu Library	\$ 47,387.16	\$ 3,948.93
North Region Office	\$ 8,174.64	\$ 681.22
Quartz Hill Library	\$ 14,987.04	\$ 1,248.92
Stevenson Ranch	\$ 37,553.76	\$ 3,129.48
Topanga Canyon Library	\$ 31,479.48	\$ 2,623.29
Total	\$ 428,728.08	\$ 35,727.34

**CUSTODIAL SERVICES
AREA 3**



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PRIDE INDUSTRIES ONE, INC.

FOR

CUSTODIAL SERVICES

AREA 3

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- O FACILITIES MAINTENANCE COST

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PRIDE INDUSTRIES ONE, INC.
FOR
CUSTODIAL SERVICES – AREA 3**

This Contract (“Contract”) made and entered into this 1st day of December, 2015 by and between the County of Los Angeles, hereinafter referred to as County and **PRIDE Industries One, Inc.**, hereinafter referred to as “Contractor”. **PRIDE Industries One, Inc.** is located at 10030 Foothills Blvd., Roseville, CA 95747.

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
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Unique Exhibits:

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Displaced Janitor Opportunity Act

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Defaulted Property Tax Reduction Program

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Facilities Maintenance Cost

- 1.15 EXHIBIT O – Facilities Maintenance Cost

2.0 DEFINITIONS

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

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

- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Contract Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Contract Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **County Librarian:** Head of the County of Los Angeles Public Library
- 2.8 **Day(s):** Business day(s) unless otherwise specified.
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1 and ending the following June 30.
- 2.10 **Public Library:** County of Los Angeles Public Library.
- 2.11 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be four (4) years commencing upon execution by the County's Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County will have the sole option to extend this Contract term for up to **one (1)** additional one-year period and **six (6)** month-to-month extensions for a maximum total Contract term of **five (5)** years and **six (6)** months. Each such option and extension will be exercised at the sole discretion of the County Librarian, or his/her designee, as authorized by the Board.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor will notify the Public Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to the County Contract Project Manager at the address herein provided in Exhibit E - County's Administration. The Contractor, in said notification, will make the County aware of its intent to exercise the applicable option year or month-to-month extensions.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit C - Contractor's Proposed Schedule, and will not exceed Four Hundred Forty-Six Thousand Four Hundred Sixteen Dollars and Twenty-One Cents **(\$446,416.21)** for each year of this Contract, except as set forth in Sub-section 8.1 – Amendments. The maximum contract sum is comprised of the Contractor's annual fee of **(\$405,832.92)**, and an annual estimate for unanticipated work of **(\$40,583.29)** for as-needed custodial services as authorized in Section 9.0, Unanticipated Work, of the Statement of Work.
- 5.2 The Contractor will be paid the monthly Contract fee of Thirty-Three Thousand Eight Hundred Nineteen Dollars and Forty-One Cents **(\$33,819.41)**, and will not exceed Four Hundred Five Thousand Eight Hundred Thirty-Two Dollars and Ninety-Two Cents **(\$405,832.92)** for each year of this Contract.
- 5.3 The use of the maximum contract sum for any unanticipated work is not guaranteed by the County, and is contingent upon the Public Library's adopted budget and needs.
- 5.4 The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will not occur except with the County's express prior written approval.

5.5 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor will send written notification to County Contract Project Manager at the address herein provided in Exhibit E – County's Administration.

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

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

5.7 **INVOICES AND PAYMENTS**

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

5.7.2 The Contractor's invoices will be priced in accordance with Exhibit B – Pricing Schedule, Exhibit C – Contractor's Proposed Schedule, and Exhibit O – Facilities Maintenance Cost.

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

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

Prop A – Living Wage Program:

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

- **Exhibit K – Monthly Certification for Applicable Health Benefit Payments** (if applicable)
- **Exhibit L – Payroll Statement of Compliance**

5.7.5 All invoices under this Contract will be submitted to the County Contract Project Manager and/or the County Contract Project Monitor at the physical or electronic address herein provided in Exhibit E – County’s Administration.

5.7.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Contract Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.7.7 The County may deduct from the payment, amounts assessed which may include but not limited to, liquidated damages, replacement cost of services, cost for damages to County equipment and/or facilities or any other offset in accordance with the terms and conditions of this Contract.

5.7.8 The Contractor will be paid approximately forty-five (45) days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County’s Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT PROJECT DIRECTOR

The role of the County Contract Project Director may include:

- coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event will Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 COUNTY CONTRACT PROJECT MANAGER

The role of the County Contract Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- approving call-back services as provided herein.

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

6.3 COUNTY CONTRACT PROJECT MONITOR

The role of the County Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County Contract Project Monitor reports to the County Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 CONTRACTOR PROJECT MANAGER

- 7.1.1 The Contractor Project Manager is designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County Contract Project Manager and County Contract Project Monitor on a regular basis.

7.1.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry to include but not limited to; overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

7.2 APPROVAL OF CONTRACTOR'S STAFF

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

The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and Public Library, at any time during the term of this Contract.

7.2.1 Contractor staff removed pursuant to this Sub-section will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

7.3.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor personnel must immediately comply with such request.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.4 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

- 7.5.1 The Contractor will maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment will be prepared and executed by the Contractor and by the Board, for the exceptions that (a) the Term of the Contract was not otherwise authorized by section 4.0 and (b) the County Librarian is expressly authorized to increase the contract sum set forth in Section 5.0, Contract Sum, not to exceed ten percent (10%) of the total annual contractor's fee, originally approved by the Board, for a particular contract year, due to changes to the number or size of facilities or days of services pursuant to Paragraph 8.1.4 and to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee. Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and

executed by the Contractor and by the Contractor and by the County Librarian, or his/her designee.

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

8.2 ASSIGNMENT AND DELEGATION

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

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor will preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses will be sent to the County Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 8.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor

for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH DISPLACED JANITOR OPPORTUNITY ACT

This Contract is subject to the provisions of California Labor Code Section 1060-1065: Chapter 4.5 Displaced Janitors Opportunity Act because it is a Contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002. A copy is provided in Exhibit M - California Labor Code Sections 1060-1065.

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

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

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

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the

Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.10 CONFLICT OF INTEREST

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

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

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors will report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality,

fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

8.13.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

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

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

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the

County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

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

8.21 FORCE MAJEURE

8.21.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such

failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.21.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

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

8.23.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages,

unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.23.4 The Contractor will adhere to the provisions stated in Sub-section 7.5 - Confidentiality.

8.24 INDEMNIFICATION

The Contractor will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.25 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates will be provided to the County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements will be sent to the County Contract Project Manager at the physical or electronic address herein provided in Exhibit E – County's Administration.

Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also will promptly notify the County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.25.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively the County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents

additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.25.3 Cancellation of or Changes in Insurance

Contractor will provide the County with, or the Contractor's insurance policies will contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.25.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.25.5 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.25.6 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to the Contractor. Any County maintained

insurance or self-insurance coverage will be in excess of and not contribute to any Contractor coverage.

8.25.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.25.8 Sub-Contractor Insurance Coverage Requirements

The Contractor will include all Sub-Contractors as insureds under Contractor's own policies, or will provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor will be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and will require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor will obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.25.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. The Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.25.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the

underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 Separation of Insureds

All liability policies will provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.25.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents will be designated as an Additional Covered Party under any approved program.

8.25.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.26 INSURANCE COVERAGE

8.26.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.26.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased

employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form will be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.27 LIQUIDATED DAMAGES

- 8.27.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.27.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars (\$200) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Exhibit 2, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all

deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in sub-paragraph 8.27.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This sub-paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.27.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 MOST FAVORED PUBLIC ENTITY

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

8.29 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

8.29.2 The Contractor will certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

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

- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.29 when so requested by the County.
- 8.29.7 If the County finds that any provisions of this sub-paragraph 8.29 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON-EXCLUSIVITY

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

8.31 NOTICE OF DELAYS

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

8.32 NOTICE OF DISPUTES

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

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.35 NOTICES

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

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that,

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

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

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

- The Contractor will develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the

prior written consent of the County Contract Project Director.
The County will not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.38 will apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.39 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract,

representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.39.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this sub-section relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information will be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.40 RECYCLED BOND PAPER

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

8.41 SUBCONTRACTING

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

8.41.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:

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

8.41.3 The Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.41.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.41.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.41.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.

8.41.7 The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their

officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.41.8 The Contractor will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor will ensure delivery of all such documents to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

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

8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as will not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.39, Record Retention AND Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

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

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

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.44, or that the default was excusable under the provisions of Paragraph 8.44.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-section 8.43 - Termination for Convenience.

8.44.5 The rights and remedies of the County provided in this Sub-section 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.46 TERMINATION FOR INSOLVENCY

8.46.1 The County may terminate this Contract forthwith in the event of

the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this Sub-section 8.46 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, will fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances will not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.50 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

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

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

8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to the County under any other provision of this contract, failure of the Contractor to cure

such default within 10 days of notice will be grounds upon which the County may terminate this contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.54 TIME OFF FOR VOTING

The Contractor will notify its employees, and will require each Sub-contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors will keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

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

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

2. For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of

“Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 **Contractor’s Submittal of Certified Monitoring Reports**

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

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

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

9.1.5 County Auditing of Contractor Records

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

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this subsection, the County will have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified

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

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future

County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the

federal Fair Labor Standards Act; and

- b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
- a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor will not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

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

9.2 **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

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

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

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

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

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

CONTRACTOR: PRIDE Industries One, Inc.

By *[Signature]*
Name Peter Berghuis
C.O.O.
Title



COUNTY OF LOS ANGELES

By *[Signature]*
MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer
of the Board of Supervisors

By *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 DEC 01 2015

APPROVED AS TO FORM:

MARY WICKHAM
Interim County Counsel

By *[Signature]*
JILL M. JONES
Deputy County Counsel

[Signature]
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

78446

**CONTRACT FOR
CUSTODIAL SERVICES**

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CUSTODIAL SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor will provide daily custodial services for the public and staff areas of the County of Los Angeles Public Library (Public Library) facilities identified in Attachment I, Service Locations and Hours of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for Contractor's performance under this Contract. Custodial services include, but are not limited to, offices, conference/meeting rooms, lobbies, corridors, elevators, restrooms, lunchrooms and light maintenance of the exterior, such as exterior trash receptacles, visible trash in parking lots and cleaning of entryways. Scheduled Major Cleaning Services include, but are not limited to, carpet cleaning, tile strip and wax and window washing. The Contractor will also perform Unanticipated Work as described in Section 9.0 – Unanticipated Work of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County and will be considered completed upon successful inspection.

2.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2.0 – Definitions of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

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

3.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities, in facility size or days of service for facilities listed in Attachment I – Service Locations and Hours of the SOW. Due to budget considerations, the days and hours open may vary throughout the Contract term. The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per additional facility. This cost estimate will not exceed the cost to provide custodial services for similar sized library facilities being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein.

3.2 All changes must be made in accordance with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract.

The County Librarian, or his/her designee, has the authority to sign the amendment for the County, consistent with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract. All terms in the current Contract will extend to any library facility added by the Amendment.

4.0 QUALITY CONTROL

The Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County Contract Project Monitor for review within ten (10) days of Contract award. The Plan will include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met.
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be kept and provided to the County upon request.
- 4.3 The Contractor will maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints will be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8.0 – Standard Terms and Conditions; Sub-section 8.16 – County's Quality Assurance Plan of the Contract.

5.1 MEETINGS

The Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day. Failure to attend a monthly scheduled meeting will result in an assessment of Two-Hundred Dollars (\$200.00). Refer to the SOW Exhibits, Exhibit 2 – Performance Requirements Summary (PRS).

5.2 ANNUAL EVALUATION

The County or its agents will evaluate the Contractor's performance under the Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The report will include improvement/corrective action measures taken by the Contractor in response to this evaluation.

Contractor deficiencies which the County determines as severe or continuing and that may place performance of the Contract in jeopardy if not corrected may be reported to the Board. If improvement does not occur consistent with corrective action measures, the County may terminate the Contract or impose other penalties as specified in the Contract.

5.3 CONTRACT DISCREPANCY REPORT

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

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

5.4 COUNTY OBSERVATIONS

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

6.0 RESPONSIBILITIES

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

COUNTY

6.1 PERSONNEL

The County will administer the Contract according to Section 6.0 – Administration of Contract – County of the Contract. Specific duties will include:

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

6.2 FURNISHED ITEMS

6.2.1 Keys/Access Cards/Remote Controls

The County will provide two (2) sets of keys/access cards/remote controls, at no cost to the Contractor, for the library facilities to be serviced. The Contractor will acknowledge receipt of the keys/access cards/remote controls, accepting full responsibility. Contractor employees are to use keys/access cards/remote controls only in the carrying out of contracted services. All such keys/access cards/remote controls are property of the County and will be returned to the County Contract Project Manager, within five (5) business days of the termination of the Contract.

If additional sets are needed the Contractor will submit a request in writing to the County Contract Project Manager. At no time are the keys to be duplicated by the Contractor.

Any lost or damaged keys/access cards/remote controls will be replaced by the County at the expense of the Contractor.

6.2.2 Alarm Codes

The Contractor may be issued intrusion alarm codes to the library facilities to be serviced. The Contractor accepts full responsibility for the security of the alarm codes and will provide codes only to its employees as required to provide custodial services in accordance with the Contract.

Instructions for the use of intrusion alarms will be provided by the County. If it is determined that the Contractor's employee fails to arm the intrusion alarm or is responsible for a false alarm, liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.3 Utilities

The County will provide all utilities including gas, electricity and water. The County will be responsible for maintenance and repairs of the same. Contractor employees are to use utilities only in the carrying out of the contracted services and at no time are the utilities to be used for personal use. The Contractor will notify the County by calling the Los Angeles County Operator at (213) 974-1234, to report any concerns, problems or damage immediately upon discovery.

6.2.4 Materials and Equipment

The County does not make telephones, computers, faxes, copiers or any County peripherals available for the use of the Contractor's

employees. Any such misuse of County property will result in the assigned Contractor employees' immediate removal from working on the Contract and liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.5 Storage Area

The County will provide a storage area to the Contractor as determined by the County, when available. The County does not guarantee exclusive use of this storage area. The Contractor is prohibited from use of said storage area or any other County property for conducting business interests that are not related to or required by the specified library facility. The Contractor will maintain the storage area in a clean and orderly manner; this includes supply boxes and equipment.

CONTRACTOR

6.3 CONTRACTOR PROJECT MANAGER

6.3.1 The Contractor will provide a full-time Contractor Project Manager or designated alternate. The Contractor will provide a telephone number where the Contractor Project Manager may be reached all hours, 365 days per year.

6.3.2 The Contractor Project Manager will act as a central point of contact with the County.

6.3.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

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

6.4 PERSONNEL

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

6.4.2 The Contractor will assign one (1) supervisor exclusive to each Contract Area to monitor and inspect the employees and their performance.

6.4.3 The Contractor will be required to background check their employees as set forth in Section 7.0 – Administration of Contract –

Contractor, Sub-section 7.4 – Background and Security Investigations of the Contract and Paragraph 6.4.6 of this Sub-section.

- 6.4.4 The Contractor will ensure that **only** personnel assigned to the Contract or specialty crew are permitted in the library facilities at all times. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.
- 6.4.5 The County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. The County has the right to approve or disapprove the Contractor's employees as set forth in Sub-section 7.2 – Approval of Contractor's Staff of the Contract.
- 6.4.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.4.7 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the Contract.
- 6.4.8 The Contractor's employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.5 **UNIFORMS AND IDENTIFICATION BADGES**

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

6.5.2 The Contractor will ensure that its employees are appropriately identified as set forth in Sub-section 7.3 – Contractor’s Staff Identification of the Contract.

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

6.5.4 The Contractor may be assessed liquidated damages for failure to comply with Uniform and Identification Badges. Refer to the SOW Exhibits, Exhibit 2 – PRS.

6.6 **MATERIALS AND EQUIPMENT**

6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.

6.6.2 All cleaning materials must be labeled in accordance with State of California Cal OSHA standards.

6.6.3 The Contractor is required to keep all equipment used to maintain the library facilities in a safe and operable manner. The Contractor must check all equipment daily for safety.

6.6.4 The Contractor is obligated to provide all Safety Data Sheets (SDS) for all chemicals utilized in the cleaning process. All SDS will be stored in each custodial closet at each library facility. It is the responsibility of the Contractor to monitor the accuracy of each SDS and to replace them immediately with the most current information when products are replaced. Failure to provide all SDS during the term of the Contract may result in liquidated damages.

6.7 **TRAINING**

6.7.1 The Contractor will provide training programs to all Contractor employees assigned to this Contract on the duties and responsibilities of this SOW.

6.7.2 On their first day of assignment, the Contractor will provide the Contractor employee with training and orientation regarding the assigned library facility, including, but not limited to entry alarms, doors, work requirements, cleaning techniques and restrictions.

6.7.3 The Contractor will provide continuing education training annually to all employees assigned to this Contract to ensure knowledge of duties and responsibilities.

6.7.4 The Contractor will provide training to all Contractor employees regarding their required tasks and the safe handling of equipment.

6.7.5 The Contractor must provide proof of training to the County upon completion of initial assignment and annually thereafter. Proof of training must include a list of subjects trained and a signature from the employee acknowledging training and understanding. All company training records, including course materials, must be available for inspection at the request of the County.

6.8 **CONTRACTOR'S OFFICE**

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

6.8.1 **Business Hours**

The Contractor's office will be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquiries and complaints. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.8.2 **After-Hours**

When the Contractor's office is closed, the Contractor Project Manager's after-hours number will be utilized to address inquiries and complaints. If voicemail is utilized, the Contractor Project Manager must respond within fifteen (15) minutes of the initial call. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.9 **CONTRACTOR'S DAMAGE**

The Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees. All repairs will be performed by the County and the Contractor will reimburse the County for the value of the repair.

6.10 **EMERGENCY PROCEDURES**

The Contractor will immediately report any emergency situation such as vandalism, broken water pipes, windows, doors, etc., by calling the Los Angeles County Operator at (213) 974-1234.

6.11 **FACILITY SECURITY**

It is the responsibility of the Contractor to ensure that facilities are secured at all times. Failure to properly secure a facility will result in liquidated damages and other damages suffered by and or available to the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

7.0 HOURS/DAYS OF WORK

Hours of custodial services are to be performed at the close of each library facility's work day between one (1) hour after library closes and up to one (1) hour before the library opens, as described in Attachment I, Service Locations and Hours of the SOW. Exceptions to this requirement are noted in Attachment V, Special Work Requirements of the SOW.

Contractors are not required to work on County-recognized holidays or days of library facility closure. The Contractor may perform special or periodic cleaning on these days, but will be required to receive prior approval by the County Contract Project Manager. The County will provide a list of County-recognized holidays upon commencement of the Contract.

8.0 WORK SCHEDULES

8.1 The Contractor will submit a work schedule for each library facility to the County Contract Project Manager within fifteen (15) business days prior to the start of the Contract. The schedules will list the employees assigned, hours and days to work. Schedules will be adhered to at all times unless the County is otherwise notified of a change.

8.2 The Contractor will submit revised schedules when changes to staff occur. Said revisions will be submitted to the County Contract Project Manager for review and approval within five (5) business days prior to scheduled time for work.

9.0 UNANTICIPATED WORK

9.1 The County Contract Project Director or his/her designee may authorize, in writing, the Contractor to perform unanticipated work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of Nature, and third party negligence; or to add to, modify or refurbish existing library facilities.

9.2 The Contractor will prepare and submit a written description of the work with an estimate of labor and materials prior to performing any unanticipated work. If immediate action is needed, a verbal authorization from the County Project Director or his/her designee, with a written follow-up, can be given to perform unanticipated work. A written description of the work completed with a cost of labor and materials must be submitted within three (3) business days to the County.

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

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

9.5 **ADDITIONAL/SPECIALTY AS-NEEDED SERVICES**

The Contractor will provide “Additional/Specialty As-Needed Services” for all library facilities upon request. These services may fall under the following categories: (1) Post-Construction cleaning; (2) Special Event cleaning; (3) Reduced Services, (4) Special Event Porter Services and (5) Additional Major Cleaning Services, as listed in Section 13.0 – Scheduled Major Cleaning Services of the SOW. The County Contract Project Monitor will provide a Statement of Work specific to the request category and the Contractor is to provide a price quote within five (5) business days. Approval of the quote is required prior to the commencement of services.

Price quotes for Additional Major Cleaning Services will be based on, Exhibit B – Pricing Schedule.

9.6 **CALL BACK**

Call Backs are as-needed work outside of the normal contractual duties brought on by an event, accidental or intentional, or by a failure of the contractor to perform their duties and which require immediate mitigation. Examples of custodial related call backs, include but not limited to, urine, feces, vomit, blood, sewage, spilled food/beverages, and/or vandalism.

The Contractor must have capabilities for call back requests. The Contractor **must** respond to call back requests within two (2) hours of notification. The Contractor will submit an invoice for the total actual hours spent by the Contractor to address the situation, including actual service time and actual travel time, and based on the hourly ‘call back’ rate specified in Exhibit C - Contractor’s Proposed Schedule. In the event the Contractor does not respond to a ‘call back’ request within the time specified herein, but nevertheless completes the work, then the Contractor will be paid for the ‘call back’ at the regular employee hourly rate instead of the ‘call back’ rate specified in the Contractor’s Proposed Schedule. Upon completion of a ‘call back’ requested service, the Contractor must notify the County Contract Project Monitor.

- 9.6.1 For Call Back Services involving Bloodborne Pathogens (BBP) contractors will provide BBP services in accordance with the Occupational Safety and Health Administration’s (OSHA) Bloodborne pathogen Standard under Title 29 of the Code of Federal Regulations. BBP services will only be provided by employees trained and certified through a program designed to meet the requirements of OSHA. A list of certified employees and their certificates must be provided to the Public Library within ten (10) days of the start of the Contract.

- 9.6.2 Utilizing the **Custodial Call Back Request Slip** (Attachment III) the Contractor employee must sign-in upon arrival and sign-out when the 'call back' work is completed and/or upon departure. The library facility staff signs the form to confirm and approve the times. Upon completion of the work, the library facility staff will inspect and approve the work, then they will forward the Custodial Call Back Request Slip to the County Contract Project Monitor.

10.0 SIGN-IN REQUIREMENTS

All Contractor employees are required to sign-in upon arrival and sign out at departure, with an ink pen, at each Public Library facility. This includes, but is not limited to custodians, special cleaning crews, supervisors and quality control monitors. A Custodial Services Employee Sign-In/Sign-Out Log (Attachment IV) is provided at each library facility and must be kept in the custodial closet. Contractor employees must sign in and out with the actual date and time the library facility was entered/exited.

11.0 SPECIFIC DAILY WORK REQUIREMENTS

All assignments listed below are to be completed **daily**. The Contractor is responsible to evaluate and monitor the use of consumable supplies and provide sufficient supplies, such as, paper towels, toilet paper, and soap, etc. for the next day.

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

The Contractor's employees must remove all trash from the building and dispose of into proper receptacles (replace lock if applicable). If a recycling program is established, remove all recyclable materials from the designated recycle receptacles (not personal work spaces) and dispose of into proper exterior receptacles (replace lock if applicable).

The Contractor's employees are responsible for turning off all lights and securing the facilities after services are provided.

11.1 RESTROOMS (STAFF AND PUBLIC)

- Clean entry doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean and polish entry door push plates, knobs and kick plates.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.

- Clean mirrors, including chrome-finished edges, to remove spots, smudges and leave streak-free, including the removal of hard water stains and deposits.
- Clean all exposed pipe fixtures including the removal of hard water stains and deposits.
- Clean and sanitize all dispensers; soap, paper towel, toilet seat cover and toilet paper.
- Clean and sanitize all toilet seats, bowls, bases, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean and sanitize the exterior and interior surfaces of the baby-changing tables.
- Clean, sanitize and polish all handrails.
- Clean and sanitize urinals, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean stall partitions, supports, bases, doors (inside and out), latches/knobs to remove dirt, marks, fingerprints, smudges, splashes, etc.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, etc. leaving surface free of cleaning product residue and discoloration.
- Refill all dispensers; soap, paper towel, toilet seat cover, feminine products, toilet paper, baby-changing table liners, and hand sanitizer.
- Sweep, wet mop and disinfect all floors, leaving baseboards and walls free of splashes and/or marks from cleaning equipment/products.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.

11.2 MAIN LIBRARY (INTERIOR), WORKROOMS, AND MEETING ROOMS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.

- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, paper towel.
- Refill all dispensers; soap (with dish soap), paper towel, and hand sanitizer.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.

- DO NOT disturb any paperwork on top of desk or surrounding floors or tables.

11.3 LUNCH ROOM AND LOUNGE

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Note: Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.

- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface
- Remove graffiti from all surfaces where found (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)
- Clean and sanitize the exterior surfaces of the refrigerator, stove/range, microwave, toaster, and toaster oven.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, and paper towel.
- Refill all dispensers; soap (with dish soap), paper towel and hand sanitizer.

11.4 LOBBIES AND CORRIDORS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. (Note: Emergency Exit doors must not be opened to prevent alarms from sounding.)
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms,

fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.

- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.5 ELEVATORS

- Clean and sanitize panels and handrails to remove dirt, marks, fingerprints, smudges, splashes and spots.
- Clean all doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners and any other hard to reach areas.
- Spot clean all carpeted areas, using the most appropriate method to completely remove the spot/stain without damaging the surface.

- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.6 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Clean all exterior book drop containers and wall-mount deposit doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior wall-mount mail-drop doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior signs and plaques to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Empty and clean the exterior surfaces of the exterior trash receptacles and replace plastic liners.
- Empty and clean the exterior cigarette urns.
- Sweep the library entry area to a reasonable location; collect and dispose of swept dirt, debris, etc.
- Sweep the library loading dock and side/rear staff entrances; collect and dispose of swept dirt, debris, etc.
- Sweep and dispose of all trash in the library exterior patio/lunch area; collect and dispose of swept dirt, debris, etc.
- Clean all tables and chairs, including top, base, legs and cross supports to remove dust, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Locate and dispose of all trash in the parking lot, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.
- Locate and dispose of all trash in the loading dock, side/rear staff entrances, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.

11.7 SPECIAL INSTRUCTIONS

- Special daily work requirements for individual libraries, i.e. artwork, special furniture, etc., are identified in Attachment V, Special Work Requirements of the SOW.

12.0 SPECIFIC WEEKLY WORK REQUIREMENTS

All assignments listed below are to be completed **weekly**. The Contractor's employees are required to use all appropriate cleaning materials to complete their assignments and clean all work areas after completion of assignments.

Within five (5) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written weekly schedule for each library facility. This list will list the day of the week each weekly service will be completed.

12.1 MAIN LIBRARY (INTERIOR) AND MEETING ROOMS

- Clean and remove all visible cobwebs up to 12 feet
- Dust window blinds and shades
- Clean all baseboards
- Clean and sanitize handrails
- Sweep all steps
- Dust all surfaces (6 feet and above)

NOTE: It is the responsibility of the Contractor to provide appropriate equipment (i.e., ladders) to the Contractor employees.

12.2 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Hose down sidewalks, steps, walkways, stairs, loading docks, entry and patio areas of the building
(Area includes up to the property line and/or the public sidewalk)

12.3 SPECIAL INSTRUCTIONS

- Special weekly work requirements for individual libraries are identified in Attachment V, Special Work Requirements of the SOW.

13.0 SCHEDULED MAJOR CLEANING SERVICES

The Contractor is required to be familiar with all surfaces to be cleaned and the appropriate cleaning equipment and materials necessary to complete these services.

Within fifteen (15) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written Major Cleaning Services Schedule for each library facility. This schedule will list the month, week and day that each Major Cleaning Service will be performed. Failure to provide the schedule may result in liquidated or other damages. Refer to the SOW Exhibits, Exhibit 2 – PRS.

This schedule is used to notify library locations of upcoming major cleaning services which may require action by the library staff, i.e., removal of boxes from floor, movement of furniture or personal items. The schedule must be followed and if a cleaning is to be re-scheduled, a notification of at least five (5) business days must be given. Failure to provide this notification may result in liquidated damages. In addition, failure to perform major cleaning services on the date scheduled may also result in liquidated damages. Correction of this failure to clean must be accomplished within ten (10) business days of the original

scheduled date, unless otherwise instructed by the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

Upon completion of the cleaning the Contractor employee will leave the **Custodial Services Major Cleaning Monitoring Report** form (Attachment II) on the circulation desk of the library serviced. Failure to leave this document will constitute a failure to perform the cleaning service and will result in the same action as stated above.

All completed services will be evaluated, rated and approved by the Public Library facility staff. Confirmation of services **will not** be acknowledged by the County until a signed copy, approving the work, is received by the County Contract Project Monitor. If services are rated as Unsatisfactory or Not Done, the Contractor is obligated to provide the corrective service by a date agreed upon by the County and the Contractor. The corrective service must be done within the same frequency period in which the Unsatisfactory or Not Done rating occurred. Liquidated damages may apply if the corrective service is not performed by the dated agreed upon and/or within the frequency period. The assessment of liquidated damages does not relieve the Contractor from their responsibility for the corrective service. Refer to the SOW Exhibits, Exhibit 2 – PRS.

NOTE: Contractor employees must clean all work areas before and after and return the library to its original condition after completion of assignments.

13.1 FLOORS

- Strip and wax or seal floors every three (3) months (four times a year)
- Degrease and remove chemical spills from areas surrounding all photocopy machines
- Strip and clean thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- Wax or seal and buff thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- For floors where stripping, waxing or sealing is not indicated, a deep cleaning will be performed
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.2 CARPET

- Shampoo carpet and area rugs every three (3) months (four times a year)
- Degrease and remove chemical spills from areas surrounding all photocopy machines

- Shampoo thoroughly (including corners and behind doors) all carpeted areas using appropriate cleaning material for various carpet types
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.3 WINDOWS (Interior and Exterior)

- Clean full length of all windows including frames and sills every four (4) months (three times a year)
- Clean windows using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Clean thoroughly, including the removal of hard water stains and deposits regardless of source, using appropriate cleaning materials

13.4 CEILING/WALL VENTS

- Clean ceiling air vents every four (4) months (three times a year)
- Clean wall, air or heat vents every four (4) months (three times a year)
- Remove all vents using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Remove and clean thoroughly all covers using appropriate cleaning materials
- Vacuum air vents thoroughly

13.5 LIGHT FIXTURES (Interior and Exterior)

- Clean light fixtures (frames and lens) every six (6) months (two times a year)
- Clean thoroughly all light fixtures (frames and lens) using appropriate cleaning materials
- Remove all lens using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Report any burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures upon discovery to the County Contract Project Monitor upon discovery

13.6 WINDOW BLINDS/MECHO SHADES

- Clean window blinds and mecho shades every four (4) months (three times a year)
- Wash and clean thoroughly all window blinds (only) using appropriate cleaning materials and manufacturers instructions
- Dry dust mecho shades using appropriate equipment
- Remove all window blinds using ladders, scaffolding, hydraulic lifts, or catwalks, as appropriate
- Do not remove mecho shades

13.7 FURNITURE

- Shampoo upholstered furniture and clean wood, plastic, and vinyl chairs every four (4) months (three times a year)
- Shampoo and remove stains thoroughly from all upholstered furniture using appropriate cleaning materials for various upholstery types
- Clean thoroughly all wood, plastic and vinyl chairs using appropriate cleaning materials
- Thoroughly vacuum under seat cushions

13.8 RESTROOM WALLS

- Wash and clean thoroughly all restroom walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

13.9 CUBICLE WALLS

- Vacuum and clean thoroughly all cubicle walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

14.0 SUPPLY REQUIREMENTS

The Contractor will provide all supplies necessary to accommodate each library facility needs for each day the library facility is open. A list of required supplies includes:

- White 2-ply toilet paper (roll);
- Toilet seat covers; style appropriate to the various dispensers
- Commercial grade liquid hand soap for dispensing;
- Bi- or Tri-fold paper towels appropriate for the various dispensers;
- Diaper changing table liners; style appropriate to the various dispensers;
- Urinal deodorant cakes;
- Deodorizers (upon the County's request);
- Trash can liners; size appropriate to the receptacles;
- Sanitary napkins/tampons.
- Hand sanitizer

15.0 GREEN INITIATIVES

15.1 The Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

15.2 The Contractor will notify the County's Contract Project Manager of the Contractor's new green initiatives prior to the Contract commencement.

16.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

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

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days will constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, will be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten (10) business days' written notice with or without cause, as provided for in Section 8.0 – Standard Terms and Conditions, Sub-section 8.43 – Termination for Convenience of the Contract.

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ATTACHMENT I

SERVICE LOCATIONS AND HOURS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 3

Library Information

Library Hours

1 Carson Library

151 East Carson St.
Carson, CA 90745

Total Square Feet: 33,112 Sq. Ft.
Glass: 1,552 Sq. Ft.
Tile: 11,262 Sq. Ft.
Carpet: 18,680 Sq. Ft.
Parking Lot: 50,285 Sq. Ft.
Number of Light Fixtures: 374

Monday 10:00 A.M. - 8:00 P.M.
Tuesday 10:00 A.M. - 8:00 P.M.
Wednesday 10:00 A.M. - 8:00 P.M.
Thursday 10:00 A.M. - 8:00 P.M.
Friday 10:00 A.M. - 6:00 P.M.
Saturday 10:00 A.M. - 5:00 P.M.
Sunday 1:00 P.M. - 5:00 P.M.

2 Compton Library

240 West Compton Blvd.
Compton, CA 90220

Total Square Feet: 20,542 Sq. Ft.
Glass: 1,085 Sq. Ft.
Tile: 1,735 Sq. Ft.
Carpet: 18,800 Sq. Ft.
Parking Lot: 20,000 Sq. Ft.
Number of Light Fixtures: 122

Monday CLOSED
Tuesday 10:00 A.M. - 8:00 P.M.
Wednesday 10:00 A.M. - 8:00 P.M.
Thursday 10:00 A.M. - 8:00 P.M.
Friday 10:00 A.M. - 6:00 P.M.
Saturday 10:00 A.M. - 5:00 P.M.
Sunday CLOSED

3 East Rancho Dominguez Library

4420 East Rose St.
East Rancho Dominguez, CA 90221

Total Square Feet: 7,215 Sq. Ft.
Glass: 3,457 Sq. Ft.
Tile: 876 Sq. Ft.
Carpet: 3,836 Sq. Ft.
Parking Lot: 9,920 Sq. Ft.
Number of Light Fixtures: 85

Monday 10:00 A.M. - 6:00 P.M.
Tuesday 10:00 A.M. - 6:00 P.M.
Wednesday 10:00 A.M. - 6:00 P.M.
Thursday 10:00 A.M. - 6:00 P.M.
Friday 11:00 A.M. - 5:00 P.M.
Saturday 11:00 A.M. - 5:00 P.M.
Sunday CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 3

Library Information

Library Hours

4 Gardena Mayme Dear Library

1731 West Gardena Blvd.
Gardena, CA 90247

Total Square Feet:	16,439	Sq. Ft.
Glass:	2,137	Sq. Ft.
Tile:	1,195	Sq. Ft.
Carpet:	9,608	Sq. Ft.
Parking Lot:	4,320	Sq. Ft.
Number of Light Fixtures:	293	

Monday	CLOSED
Tuesday	12:00 P.M. - 8:00 P.M.
Wednesday	12:00 P.M. - 8:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 6:00 P.M.
Saturday	10:00 A.M. - 6:00 P.M.
Sunday	CLOSED

5 Hermosa Beach Library

550 Pier Ave.
Hermosa Beach, CA 90254

Total Square Feet:	6,496	Sq. Ft.
Glass:	910	Sq. Ft.
Tile:	1,548	Sq. Ft.
Carpet:	3,790	Sq. Ft.
Parking Lot:	2,775	Sq. Ft.
Number of Light Fixtures:	111	

Monday	CLOSED
Tuesday	11:00 A.M. - 7:00 P.M.
Wednesday	12:00 P.M. - 7:00 P.M.
Thursday	12:00 P.M. - 7:00 P.M.
Friday	12:00 P.M. - 6:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

6 Lawndale Library

14651 Burin Ave.
Lawndale, CA 90260

Total Square Feet:	17,360	Sq. Ft.
Glass:	4,540	Sq. Ft.
Tile:	3,232	Sq. Ft.
Carpet:	13,203	Sq. Ft.
Parking Lot:	16,000	Sq. Ft.
Number of Light Fixtures:	373	

Monday	CLOSED
Tuesday	1:00 P.M. - 8:00 P.M.
Wednesday	1:00 P.M. - 8:00 P.M.
Thursday	11:00 A.M. - 6:00 P.M.
Friday	11:00 A.M. - 6:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 3

Library Information

Library Hours

7 Lomita Library				
24200 Narbonne Ave. Lomita, CA 90717				
Total Square Feet:	7,875	Sq. Ft.	Monday	11:00 A.M. - 8:00 P.M.
Glass:	1,840	Sq. Ft.	Tuesday	11:00 A.M. - 8:00 P.M.
Tile:	268	Sq. Ft.	Wednesday	11:00 A.M. - 8:00 P.M.
Carpet:	6,640	Sq. Ft.	Thursday	10:00 A.M. - 5:00 P.M.
Parking Lot:	40,264	Sq. Ft.	Friday	10:00 A.M. - 5:00 P.M.
Number of Light Fixtures:	191		Saturday	10:00 A.M. - 5:00 P.M.
			Sunday	CLOSED

8 Manhattan Beach Library				
1320 Highland Ave. Manhattan Beach, CA 90266				
Total Square Feet:	21,159	Sq. Ft.	Monday	10:00 A.M. - 9:00 P.M.
Glass (Interior/Exterior):	22,508	Sq. Ft.	Tuesday	10:00 A.M. - 9:00 P.M.
Glass (Interior of Cavity Only):	18,928	Sq. Ft.	Wednesday	10:00 A.M. - 9:00 P.M.
Porcelain Tile:	838	Sq. Ft.	Thursday	10:00 A.M. - 6:00 P.M.
Linoleum:	1,328	Sq. Ft.	Friday	12:00 P.M. - 6:00 P.M.
Hardwood:	405	Sq. Ft.	Saturday	10:00 A.M. - 5:00 P.M.
Sealed Concrete:	5,000	Sq. Ft.	Sunday	1:00 P.M. - 5:00 P.M.
Carpet:	8,034	Sq. Ft.		
Parking Lot:	0	Sq. Ft.		
Number of Light Fixtures:	366			

9 Martin Luther King, Jr.				
17906 South Avalon Blvd. Carson, CA 90746				
Total Square Feet:	5,025	Sq. Ft.	Monday	CLOSED
Glass:	372	Sq. Ft.	Tuesday	10:00 A.M. - 8:00 P.M.
Tile:	1,292	Sq. Ft.	Wednesday	10:00 A.M. - 8:00 P.M.
Carpet:	2,920	Sq. Ft.	Thursday	10:00 A.M. - 8:00 P.M.
Parking Lot:	11,904	Sq. Ft.	Friday	CLOSED
Number of Light Fixtures:	122		Saturday	8:00 A.M. - 6:00 P.M.
			Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 3

Library Information

Library Hours

10 Masao W. Satow Library			Monday	1:00 P.M. - 8:00 P.M.
14433 South Crenshaw Blvd.			Tuesday	1:00 P.M. - 8:00 P.M.
Gardena, CA 90249			Wednesday	1:00 P.M. - 8:00 P.M.
Total Square Feet:	6,639	Sq. Ft.	Thursday	10:00 A.M. - 6:00 P.M.
Glass:	406	Sq. Ft.	Friday	10:00 A.M. - 6:00 P.M.
Tile:	1,856	Sq. Ft.	Saturday	10:00 A.M. - 5:00 P.M.
Carpet:	4,352	Sq. Ft.	Sunday	CLOSED
Parking Lot:	16,360	Sq. Ft.		
Number of Light Fixtures:	168			

11 Willowbrook Library			Monday	10:00 A.M. - 6:00 P.M.
11838 Wilmington Ave.			Tuesday	12:00 P.M. - 8:00 P.M.
Los Angeles, CA 90059			Wednesday	10:00 A.M. - 6:00 P.M.
Total Square Feet:	2,200	Sq. Ft.	Thursday	10:00 A.M. - 6:00 P.M.
Glass:	504	Sq. Ft.	Friday	11:00 A.M. - 5:00 P.M.
Tile:	982	Sq. Ft.	Saturday	11:00 A.M. - 5:00 P.M.
Carpet:	1,104	Sq. Ft.	Sunday	CLOSED
Parking Lot:	0	Sq. Ft.		
Number of Light Fixtures:	25			

ATTACHMENT II

MAJOR CLEANING MONITORING REPORT

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

CONTRACTOR'S STAFF USE ONLY

PLEASE COMPLETE AND PLACE FORM ON THE CIRCULATION COUNTER
WHERE EASILY SEEN

Library Name: _____ Date: _____

Name of Company: _____ Completed by: _____

THIS LIBRARY RECEIVED THE FOLLOWING MAJOR CLEANING SERVICE:

- Floor Stripped & Waxed/Sealed
 - Carpet Shampooed
 - Light Fixtures Cleaned
 - Windows Cleaned (Interior and Exterior)
 - Ceiling/Wall Vents Cleaned
 - Furniture Cleaned/Polished/Shampooed
 - Restroom Walls Cleaned
 - Window Blinds/Mecho Shades Cleaned
 - Cubicle Walls Cleaned
- Custodial Comments Only: _____

CORRECTION DATE FOR ANY UNSATISFACTORY RATING: _____

LIBRARY STAFF USE ONLY

PLEASE SIGN AND FAX THIS FORM IMMEDIATELY TO: **Contract Services**
LHQ - Facilities Services
(562) 803 - 0016

CLM's Name (Print): _____

CLM's Signature: _____ Date: _____

- Cleaning Satisfactory
- Cleaning Unsatisfactory
- Job Not Done

Library Staff Comments Only: _____

Corrections Done – Satisfactory Library Signature: _____ Date: _____

CONTRACT STAFF USE ONLY

Comments: _____

Logged and Filed **COMPLETE**

ATTACHMENT III

CUSTODIAL CALL BACK REQUEST SLIP

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL CALL BACK REQUEST SLIP

CONTRACTOR USE ONLY

Date of Request: _____ Time Request Received From PL: _____

Library Name: _____

Starting Location: _____ Start Travel Time: _____ End Travel Time: _____
(City)

Contractor Company Name: _____

Contractor Employee Name (Print): _____

THE FOLLOWING CALL BACK HAS BEEN REQUESTED FOR THIS LIBRARY:

LIBRARY STAFF USE ONLY

INSTRUCTIONS TO LIBRARY STAFF:

Please ensure that the custodial staff signs in immediately upon arrival and signs out when work is completed. Please initial VERIFYING arrival and departure times. **Immediately fax completed form to Contracts Unit at (562) 803-0016.**

Time of Arrival: _____ a.m. / p.m. Time of Departure: _____ a.m. / p.m.

Custodian Initial: _____ Library Staff Initial: _____

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

Staff Name (Print): _____

Staff Signature: _____ Date: _____

CONTRACT STAFF ONLY

Comments:

Service Time: _____
Travel Time: _____
Total Actual Hours: _____
(Service & Travel)
Total Billed Hours: _____

INVOICE RECEIVED: Invoice No.: _____

Logged -COMPLETE

ATTACHMENT IV

**CUSTODIAL SERVICES
EMPLOYEE SIGN-IN/SIGN-OUT LOG**

CUSTODIAL SERVICES EMPLOYEE SIGN-IN/SIGN-OUT LOG

LIBRARY FACILITY: _____ MONTH/YEAR: _____

Attention: All custodial contractor employees must sign-in & out upon arrival, lunch, and departure. Please refer to the instruction at the bottom of this form.

Atención: Todos los empleados del contratista de servicios de custodia deben firmar esta hoja de registro hacia fuera a su llegada, almuerzo, y salida. Por favor consulte las instrucciones en la parte inferior de esta forma.

Date/Fecha	Name/Nombre (Please Print/ Por favor imprima)	Arrival Time / Hora de llegada	Lunch/Almuerzo		Departure Time / Hora de salida	Signature/Firma
			Out/ Comenzó	In/ Termino		
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Contractor Employees: ALL employees are to sign in & out (Includes: Custodians, Supervisors, Major Cleaning & Quality Control staff). No unauthorized employee is allowed in the building without prior approval from the County Contract Monitor or County Contract Manager.

Empleados del Contratista: (Todo empleados deben firmar su llegada y salida (Incluye: custodios, supervisores, personal de servicios técnicos y Control de Calidad). Ningún empleado no autorizado está permitido en el edificio sin la aprobación previa del Condado o condado Gerente del Contrato.)

Library staff: Please send the original form to LHQ, Contract Services – Room 206.

ATTACHMENT V

SPECIAL WORK REQUIREMENTS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SPECIAL WORK REQUIREMENTS**

CUSTODIAL SERVICES – AREA 3

Compton Library

Exterior Weekly Service

- One additional washing of exterior surfaces

**STATEMENT OF WORK
EXHIBITS**

STATEMENT OF WORK EXHIBITS

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7400 E. IMPERIAL HWY. • P.O. BOX 7011 • DOWNEY, CA 90241-7011 • PHONE: 562-940-8485 • FAX: 562-803-0016

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: **January 1, 2015**

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.,

FROM:	Jane Smith	Phone No.:	(562) 940 – 6919
	Contract Services Unit	Fax No.:	(562) 803 – 0016

CONTRACT NO. **12345** CONTRACT TITLE: **CUSTODIAL SERVICES – AREA 4**

TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the Contract Services Coordinator.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The Contract Services Coordinator will evaluate the Contractor's response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Sub-Section 4.3	Term of Contract	Contractor must comply with the requirements specified in Sub-Section 4.3	Receipt of document	\$200 per occurrence
Contract: Sub-Section 5.5	Contract Sum	Contractor must send written notification that the Contractor has incurred 75% of the total contract authorization.	Receipt of document	\$200 per occurrence
Contract: Section 7.0	Administration of Contract – Contractor	Contractor shall notify the County in writing of any changes.	Receipt of document	\$200 per occurrence
Contract: Sub-Section 7.3	Contractor's Staff Identification	Contractor must comply with the requirements specified in Sub-Section 7.3	Inspection and Observation	\$200 per occurrence
Contract: Sub-Section 7.4	Background and Security Investigations	Contractor must comply with the requirements specified in Sub-Section 7.4	Inspection and Observation	\$500 per occurrence
Contract: Sub-Section 8.5	Complaints	Contractor must comply with the requirements specified in Sub-Section 8.5	Inspection, Observation and Receipt of document	\$200 per occurrence
Contract: Sub-Section 8.25	General Provisions For All Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.26	Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.29	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub-Section 8.29	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.40	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-Section 8.40	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Paragraph	County's Living Wage Program –	Contractor must distribute County	Inspection and	\$500 per occurrence, per

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
9.1.6	Notification to Employees	provided notices to each employee at least once per year.	Documentation	employee
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Certified Monitoring Reports	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 1.	Observation and monthly monitoring reports	\$100 per calendar day will be assessed until receipt of complete and accurate reports
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Payment of Less than the Required Living Wage	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 2	Observation and monthly monitoring reports	\$500 per occurrence
Contract: Paragraph 9.1.8	County's Living Wage Program – Use of Full-Time Employees	Contractor must comply with the requirements of Paragraph 9.1.8	Observation and monthly monitoring reports	\$500 per occurrence
SOW: Section 4.0	Quality Control	Contractor must comply with the requirements specified in Section 4.0	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.1	Quality Assurance Plan - Meetings	Contractor attendance at all required County meetings.	Inspection and Observation	\$200 per occurrence
SOW: Paragraph 6.2.1	Furnished Items - Keys/Access Cards/Remote Controls	Secure and maintain keys/access cards/remote controls. Contractor responsible for replacement/theft/loss.	Observation	Contractor pays for re-keying of facility due to lost key(s)/key card
SOW: Paragraph 6.2.2	Furnished Items – Alarm Codes	Properly arm the intrusion alarm and prevent false alarms	Observation	\$200 per occurrence plus cost of fines incurred
SOW: Paragraph 6.2.3	Furnished Items – Utilities	Contractor shall not use County peripherals for private use.	Inspection and Observation	\$100 per occurrence
SOW: Paragraph 6.2.5	Furnished Items – Storage	Secure and maintain County provided storage area.	Inspection and Observation	\$100 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Sub-Section 6.3	Contractor – Contractor Project Manager	Provide a Contractor Project Manager accessible all hours 365 days/year. Notify Changes to County Contract Project Manager.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.4	Contractor - Personnel	Contractor must comply with the requirements of Sub-Section 6.4	Observation	\$200 per occurrence
SOW: Sub-Section 6.5	Uniforms and Identification Badges	Contractor must comply with the requirements specified in Sub-Section 6.5.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.6	Materials and Equipment	Contractor must comply with the requirements specified in Sub-Section 6.6.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.7	Training	Contractor must comply with the requirements specified in Sub-Section 6.7	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.8	Contractor's Office	Contractor must comply with the requirements specified in Sub-Section 6.8.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.9	Contractor's Damage	Contractor must comply with the requirements specified in Sub-Section 6.9.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.11	Facility Security	Contractor must comply with the requirements specified in Sub-Section 6.11.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 7.0	Hours/Days of Work	Contractor must to comply with the requirements of Section 7.0.	Inspection and Observation	\$200 per occurrence
SOW: Sub-Section 8.0	Work Schedules	Contractor must comply with the requirements specified in Section 8.0.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 9.6	Unanticipated Work - Call Back	100 % Completion of Required Services. Contractor must comply with Sub-Section 9.6.	Inspection and Observation	\$500 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 10.0	Sign-In Requirements	Contractor must comply with the requirements specified in Section 10.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 11.0	Specific Daily Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 11.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 12.0	Specific Weekly Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 12.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 13.0	Annual Scheduled Major Cleaning Services	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 13.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 14.0	Supply Requirements	Contractor must comply with the requirements specified in Section 14.0.	Inspection and Observation	\$100 per occurrence per facility

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

EXHIBIT B

PRICING SCHEDULE

PRICING SCHEDULE

FACILITY: Carson Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>9.36</u> hours per week	<u>40.57</u> hours per month
Custodian:	<u>2</u>	<u>63.00</u> hours per week	<u>273.00</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>573.49</u>	\$ <u>2,293.95</u>
B. CARPET (SOW 13.2)	4	\$ <u>690.22</u>	\$ <u>2,760.88</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>819.81</u>	\$ <u>2,459.43</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>409.91</u>	\$ <u>1,229.72</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>1,269.02</u>	\$ <u>2,538.04</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>546.54</u>	\$ <u>1,639.62</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>409.91</u>	\$ <u>1,229.72</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>546.54</u>	\$ <u>1,093.08</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>546.54</u>	\$ <u>1,093.08</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>94,967.16</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 260.90 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 156.54 per day (use figures)

PRICING SCHEDULE

FACILITY: Compton Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>3.70</u> hours per week	<u>16.04</u> hours per month
Custodian:	<u>1</u>	<u>23.00</u> hours per week	<u>99.67</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>309.14</u>	\$ <u>1,236.55</u>
B CARPET (SOW 13.2)	4	\$ <u>372.06</u>	\$ <u>1,488.24</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>441.92</u>	\$ <u>1,325.75</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>220.96</u>	\$ <u>662.88</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>684.06</u>	\$ <u>1,368.13</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>294.61</u>	\$ <u>883.83</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>220.96</u>	\$ <u>662.88</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>294.61</u>	\$ <u>589.22</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>294.61</u>	\$ <u>589.22</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>37,665.00</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 144.87 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 86.92 per day (use figures)

PRICING SCHEDULE

FACILITY: East Rancho Dominguez Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>2.70</u> hours per week	<u>11.68</u> hours per month
Custodian:	<u>1</u>	<u>20.00</u> hours per week	<u>86.67</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>112.07</u>	\$ <u>448.28</u>
B. CARPET (SOW 13.2)	4	\$ <u>134.88</u>	\$ <u>539.53</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>160.21</u>	\$ <u>480.62</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>80.10</u>	\$ <u>240.31</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>247.99</u>	\$ <u>495.98</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>106.80</u>	\$ <u>320.41</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>80.10</u>	\$ <u>240.31</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>106.80</u>	\$ <u>213.61</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>106.80</u>	\$ <u>213.61</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>27,266.64</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 87.39 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 52.44 per day (use figures)

PRICING SCHEDULE

FACILITY: Gardena Mayme Dear Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>3.44</u> hours per week	<u>14.92</u> hours per month
Custodian:	<u>1</u>	<u>21.75</u> hours per week	<u>94.25</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>276.13</u>	\$ <u>1,104.54</u>
B. CARPET (SOW 13.2)	4	\$ <u>332.34</u>	\$ <u>1,329.36</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>394.74</u>	\$ <u>1,184.22</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>197.37</u>	\$ <u>592.11</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>611.03</u>	\$ <u>1,222.07</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>263.16</u>	\$ <u>789.48</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>197.37</u>	\$ <u>592.11</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>263.16</u>	\$ <u>526.32</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>263.16</u>	\$ <u>526.32</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>35,022.12</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 134.70 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 80.82 per day (use figures)

PRICING SCHEDULE

FACILITY: Hermosa Beach Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>1.80</u> hours per week	<u>7.81</u> hours per month
Custodian:	<u>1</u>	<u>12.25</u> hours per week	<u>53.08</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>116.77</u>	\$ <u>467.07</u>
B. CARPET (SOW 13.2)	4	\$ <u>140.53</u>	\$ <u>562.14</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>166.92</u>	\$ <u>500.76</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>83.46</u>	\$ <u>250.38</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>258.38</u>	\$ <u>516.77</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>111.28</u>	\$ <u>333.84</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>83.46</u>	\$ <u>250.38</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>111.28</u>	\$ <u>222.56</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>111.28</u>	\$ <u>222.56</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>18,291.96</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:	Cost Per Request
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 70.35 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 42.21 per day (use figures)

PRICING SCHEDULE

FACILITY: Lawndale Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>3.79</u>	hours per week	<u>16.42</u>
				hours per month
Custodian:	<u>1</u>	<u>23.00</u>	hours per week	<u>99.67</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the Scheduled Major Cleaning Services of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>333.58</u>	\$ <u>1,334.31</u>
B CARPET (SOW 13.2)	4	\$ <u>401.48</u>	\$ <u>1,605.90</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>476.85</u>	\$ <u>1,430.56</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>238.43</u>	\$ <u>715.28</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>738.14</u>	\$ <u>1,476.29</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>317.90</u>	\$ <u>953.71</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>238.43</u>	\$ <u>715.28</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>317.90</u>	\$ <u>635.81</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>317.90</u>	\$ <u>635.81</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>38,578.32</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 148.38 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 89.03 per day (use figures)

PRICING SCHEDULE

FACILITY: Lomita Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>2.14</u> hours per week	<u>9.27</u> hours per month
Custodian:	<u>1</u>	<u>14.00</u> hours per week	<u>60.67</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>148.98</u>	\$ <u>595.93</u>
B CARPET (SOW 13.2)	4	\$ <u>179.31</u>	\$ <u>717.23</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>212.97</u>	\$ <u>638.92</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>106.49</u>	\$ <u>319.46</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>329.67</u>	\$ <u>659.35</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>141.98</u>	\$ <u>425.95</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>106.49</u>	\$ <u>319.46</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>141.98</u>	\$ <u>283.97</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>141.98</u>	\$ <u>283.97</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>21,717.72</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 69.61 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 41.76 per day (use figures)

PRICING SCHEDULE

FACILITY: Manhattan Beach

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>8.71</u> hours per week	<u>37.75</u> hours per month
Custodian:	<u>2</u>	<u>63.50</u> hours per week	<u>275.16</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>375.13</u>	\$ <u>1,500.51</u>
B. CARPET (SOW 13.2)	4	\$ <u>451.48</u>	\$ <u>1,805.94</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>536.25</u>	\$ <u>1,608.76</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>268.13</u>	\$ <u>804.38</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>830.09</u>	\$ <u>1,660.18</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>357.50</u>	\$ <u>1,072.51</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>268.13</u>	\$ <u>804.38</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>357.50</u>	\$ <u>715.00</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>357.50</u>	\$ <u>715.00</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>88,151.88</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 242.18 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 145.31 per day (use figures)

PRICING SCHEDULE

FACILITY: Dr. Martin Luther King Jr. Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>1.17</u> hours per week	<u>5.08</u> hours per month
Custodian:	<u>1</u>	<u>9.25</u> hours per week	<u>40.08</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the Scheduled Major Cleaning Services of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>99.88</u>	\$ <u>399.52</u>
B. CARPET (SOW 13.2)	4	\$ <u>120.21</u>	\$ <u>480.84</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>142.78</u>	\$ <u>428.34</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>71.39</u>	\$ <u>214.17</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>221.01</u>	\$ <u>442.03</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>95.19</u>	\$ <u>285.56</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>71.39</u>	\$ <u>214.17</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>95.19</u>	\$ <u>190.37</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>95.19</u>	\$ <u>190.37</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>11,927.04</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 59.12 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 51.32 per day (use figures)

PRICING SCHEDULE

FACILITY: Masao W. Satow Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>2.04</u>	hours per week	<u>8.83</u> hours per month
Custodian:	<u>1</u>	<u>13.50</u>	hours per week	<u>58.50</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>136.64</u>	\$ <u>546.55</u>
B. CARPET (SOW 13.2)	4	\$ <u>164.45</u>	\$ <u>657.79</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>195.32</u>	\$ <u>585.97</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>97.66</u>	\$ <u>292.99</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>302.35</u>	\$ <u>604.70</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>130.22</u>	\$ <u>390.65</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>97.66</u>	\$ <u>292.99</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>130.22</u>	\$ <u>260.43</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>130.22</u>	\$ <u>260.43</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>20,682.84</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 66.29 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 39.77 per day (use figures)

PRICING SCHEDULE

FACILITY: Willowbrook Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>1.14</u> hours per week	<u>4.96</u> hours per month
Custodian:	<u>1</u>	<u>8.75</u> hours per week	<u>37.92</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>39.61</u>	\$ <u>158.45</u>
B CARPET (SOW 13.2)	4	\$ <u>47.68</u>	\$ <u>190.70</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>56.63</u>	\$ <u>169.88</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>28.31</u>	\$ <u>84.94</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>87.66</u>	\$ <u>175.31</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>37.75</u>	\$ <u>113.25</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>28.31</u>	\$ <u>84.94</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>37.75</u>	\$ <u>75.50</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>37.75</u>	\$ <u>75.50</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>11,562.24</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 37.06 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 22.24 per day (use figures)

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

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

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for custodial services at the County of Los Angeles Public Library Custodial Services - **Area 3** as identified in the attached specifications.

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

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

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR AREA 3:

\$ 33,819.41 per month (use figures)

**ANNUAL CONTRACTOR FEE FOR EACH OF THE FOUR (4) CONTRACT YEARS
OF AREA 3 (same amount for each year)**

\$ 405,832.92 per year (use figures)

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

PRIDE Industries One, Inc.

Contractor Name

10030 Foothills Blvd. Roseville, CA 95747

Address

91-1827109

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Peter Berghuis, Chief Operating Officer
 Authorized Official's Printed Name and Title

Authorized Official's Signature

10/5/15
 Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CUSTODIAL SERVICES

COUNTY PROJECT DIRECTOR:

Name: **Yolanda De Ramus**
Title: Acting County Librarian
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 840-8412 Facsimile: (562) 803-3032
E-Mail Address: yderamus@library.lacounty.gov

COUNTY PROJECT MANAGER:

Name: **Elsa Muñoz**
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8450 Facsimile: (562) 803-0330
E-Mail Address: emunoz@library.lacounty.gov

COUNTY PROJECT MONITOR:

Name: **Gilbert A. Garcia**
Title: Contracts Services Coordinator
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8478 Facsimile: (562) 803-0016
E-Mail Address: ggarcia@library.lacounty.gov

COUNTY PROJECT ANALYST:

Name: Maria Vadai, Contracts Analyst
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8485 Facsimile: (562) 803-0016
E-Mail Address: mvadai@library.lacounty.gov
contractservices@library.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: PRIDE Industries One, Inc.

CONTRACT NO: All Areas – County of Los Angeles Public Libraries

CONTRACTOR'S PROJECT MANAGER:

Name: Jeremiah Goldberg

Title: Senior Regional Manager

Address: 7436 Bandini Boulevard

Commerce, CA 90040

Telephone: (626) 436-4793

Facsimile: (323) 597-1027

E-Mail Address: jeremiah.goldberg@prideindustries.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Peter Berghuis

Title: Senior Vice President

Address: 10030 Foothills Boulevard M/S 13

Roseville, CA 95747

Telephone: (916) 788-2312

Facsimile: (916) 788-2565

E-Mail Address: peter.berghuis@prideindustries.com

Name: Gina DeBernardi

Title: Director of Contracts

Address: 10030 Foothills Boulevard M/S 13

Roseville, CA 95747

Telephone: (916) 788-2344

Facsimile: (916) 788-2565

E-Mail Address: gina.debernardi@prideindustries.com

Notices to Contractor shall be sent to the following:

Name: PRIDE Industries One, Inc. Jeremiah Goldberg

Title: Contracts Dept M/S 13 Senior Regional Manager

Address: 10030 Foothills Boulevard 7436 Bandini Boulevard

Roseville, CA 95747 Commerce, CA 90040

Telephone: (916) 788-2362 (626) 436-4793

Facsimile: (916) 788-2565 (323) 597-1027

E-Mail Address: laurel.petersen@prideindustries.com jeremiah.goldberg@prideindustries.com

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: PRIDE Industries One, Inc. _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

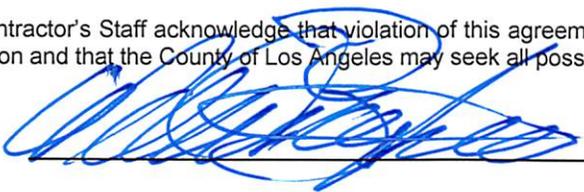
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

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

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

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

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

SIGNATURE:  _____

DATE: 10 / 5 / 2015

PRINTED NAME: Peter Berghuis

POSITION: Chief Operating Officer

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
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CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

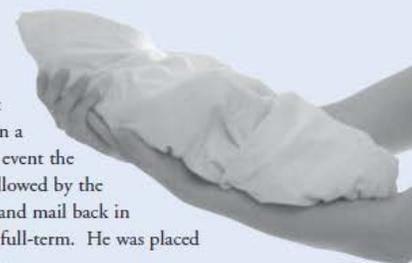
What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

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



How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

LIVING WAGE ORDINANCE

Sections:

- 2.201.010 - Findings.**
- 2.201.020 - Definitions.**
- 2.201.030 - Prospective effect.**
- 2.201.040 - Payment of living wage.**
- 2.201.050 - Other provisions.**
- 2.201.060 - Employer retaliation prohibited.**
- 2.201.070 - Employee retention rights.**
- 2.201.080 - Enforcement and remedies.**
- 2.201.090 - Exceptions.**
- 2.201.100 - Severability.**

2.201.010 - Findings.

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

(Ord. 2007-0011 § 1, 2007; 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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- 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.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business.
(Ord. 2007-0011 §2, 2007: 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. ^[152] 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.)

2.201.040 - Payment of living wage.

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

(Ord. 2007-0011 § 3, 2007: 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 Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive 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. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)*

2.201.060 - Employer retaliation prohibited.

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

2.201.070 - Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.
(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- D. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.
(Ord. 2007-0011 § 4, 2007: 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.)

FOOTNOTE(S):

⁽¹⁵²⁾ **Editor's note**— Ordinance 99-0048, which enacted Ch.2.201, is effective on July 22, 1999.

EXHIBIT K

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS



EXHIBIT K

**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 reports. Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign this form before submitting.

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

(1) Name: Contractor Subcontractor 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 & Last 4 digits of SSN	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (18+19)
		1	2	3	4	5						
1												
2												
3												
4												
5												

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. Print Authorized Name:	Total (This Page)	0	0	0	0	0	0		0		0	0
	Grand Total (All Pages)											

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

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

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
indirectly, from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended
(48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 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:
Date:
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 CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT M

CALIFORNIA LABOR CODE SECTIONS 1060-1065

LABOR CODE

SECTION 1060-1065

1060. The following definitions shall apply throughout this chapter:

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

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

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

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

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

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

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

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

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

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

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

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

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

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

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

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

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT N

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
- 3. A purchase made through a state or federal contract;
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
- 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT O

FACILITIES MAINTENANCE COST

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES – AREA 3**

FACILITIES MAINTENANCE COST

Library Facilities	Annual Amount	Monthly Amount
Carson	\$94,967.16	\$7,913.93
Compton	\$37,665.00	\$3,138.75
East Rancho Dominguez	\$27,266.64	\$2,272.22
Gardena Mayme Dear	\$35,022.12	\$2,918.51
Hermosa Beach	\$18,291.96	\$1,524.33
Lawndale	\$38,578.32	\$3,214.86
Lomita	\$21,717.72	\$1,809.81
Manhattan Beach	\$88,151.88	\$7,345.99
Martin Luther King, Jr.	\$11,927.04	\$993.92
Masao W. Satow	\$20,682.84	\$1,723.57
Willowbrook	\$11,562.24	\$963.52
Total	\$405,832.92	\$33,819.41

**CUSTODIAL SERVICES
AREA 4**



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PRIDE INDUSTRIES ONE, INC.

FOR

CUSTODIAL SERVICES

AREA 4

78447

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- O FACILITIES MAINTENANCE COST

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PRIDE INDUSTRIES ONE, INC.
FOR
CUSTODIAL SERVICES – AREA 4**

This Contract (“Contract”) made and entered into this 1st day of December, 2015 by and between the County of Los Angeles, hereinafter referred to as County and **PRIDE Industries One, Inc.**, hereinafter referred to as “Contractor”. **PRIDE Industries One, Inc.** is located at 10030 Foothills Blvd., Roseville, CA 95747.

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

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

Unique Exhibits:

Prop A - Living Wage Program

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

Displaced Janitor Opportunity Act

- 1.13 EXHIBIT M – California Labor Code Sections 1060-1065

Defaulted Property Tax Reduction Program

- 1.14 EXHIBIT N – Defaulted Property Tax Reduction Program

Facilities Maintenance Cost

- 1.15 EXHIBIT O – Facilities Maintenance Cost

2.0 DEFINITIONS

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

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

- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Contract Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Contract Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **County Librarian:** Head of the County of Los Angeles Public Library
- 2.8 **Day(s):** Business day(s) unless otherwise specified.
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1 and ending the following June 30.
- 2.10 **Public Library:** County of Los Angeles Public Library.
- 2.11 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be four (4) years commencing upon execution by the County's Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County will have the sole option to extend this Contract term for up to **one (1)** additional one-year period and **six (6)** month-to-month extensions for a maximum total Contract term of **five (5)** years and **six (6)** months. Each such option and extension will be exercised at the sole discretion of the County Librarian, or his/her designee, as authorized by the Board.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor will notify the Public Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to the County Contract Project Manager at the address herein provided in Exhibit E - County's Administration. The Contractor, in said notification, will make the County aware of its intent to exercise the applicable option year or month-to-month extensions.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit C - Contractor's Proposed Schedule, and will not exceed Three Hundred Seventy-Two Thousand Three Hundred Fifty Dollars and Seventy-Five Cents (**\$372,350.75**) for each year of this Contract, except as set forth in Sub-section 8.1 – Amendments. The maximum contract sum is comprised of the Contractor's annual fee of (**\$338,500.68**), and an annual estimate for unanticipated work of (**\$33,850.07**) for as-needed custodial services as authorized in Section 9.0, Unanticipated Work, of the Statement of Work.
- 5.2 The Contractor will be paid the monthly Contract fee of Twenty-Eight Thousand Two Hundred Eight Dollars and Thirty-Nine Cents (**\$28,208.39**), and will not exceed Three Hundred Thirty-Eight Thousand Five Hundred Dollars and Sixty-Eight Cents (**\$338,500.68**) for each year of this Contract.
- 5.3 The use of the maximum contract sum for any unanticipated work is not guaranteed by the County, and is contingent upon the Public Library's adopted budget and needs.
- 5.4 The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will not occur except with the County's express prior written approval.

5.5 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor will send written notification to County Contract Project Manager at the address herein provided in Exhibit E – County's Administration.

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

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

5.7 **INVOICES AND PAYMENTS**

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

5.7.2 The Contractor's invoices will be priced in accordance with Exhibit B – Pricing Schedule, Exhibit C – Contractor's Proposed Schedule, and Exhibit O – Facilities Maintenance Cost.

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

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

Prop A – Living Wage Program:

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

- **Exhibit K – Monthly Certification for Applicable Health Benefit Payments** (if applicable)
- **Exhibit L – Payroll Statement of Compliance**

5.7.5 All invoices under this Contract will be submitted to the County Contract Project Manager and/or the County Contract Project Monitor at the physical or electronic address herein provided in Exhibit E – County’s Administration.

5.7.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Contract Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.7.7 The County may deduct from the payment, amounts assessed which may include but not limited to, liquidated damages, replacement cost of services, cost for damages to County equipment and/or facilities or any other offset in accordance with the terms and conditions of this Contract.

5.7.8 The Contractor will be paid approximately forty-five (45) days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County’s Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT PROJECT DIRECTOR

The role of the County Contract Project Director may include:

- coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event will Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 COUNTY CONTRACT PROJECT MANAGER

The role of the County Contract Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- approving call-back services as provided herein.

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

6.3 COUNTY CONTRACT PROJECT MONITOR

The role of the County Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County Contract Project Monitor reports to the County Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 CONTRACTOR PROJECT MANAGER

- 7.1.1 The Contractor Project Manager is designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County Contract Project Manager and County Contract Project Monitor on a regular basis.

7.1.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry to include but not limited to; overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

7.2 APPROVAL OF CONTRACTOR'S STAFF

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

The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and Public Library, at any time during the term of this Contract.

7.2.1 Contractor staff removed pursuant to this Sub-section will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

7.3.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor personnel must immediately comply with such request.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.4 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

- 7.5.1 The Contractor will maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment will be prepared and executed by the Contractor and by the Board, for the exceptions that (a) the Term of the Contract was not otherwise authorized by section 4.0 and (b) the County Librarian is expressly authorized to increase the contract sum set forth in Section 5.0, Contract Sum, not to exceed ten percent (10%) of the total annual contractor's fee, originally approved by the Board, for a particular contract year, due to changes to the number or size of facilities or days of services pursuant to Paragraph 8.1.4 and to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee. Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and

executed by the Contractor and by the Contractor and by the County Librarian, or his/her designee.

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

8.2 ASSIGNMENT AND DELEGATION

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

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor will preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses will be sent to the County Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 8.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor

for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH DISPLACED JANITOR OPPORTUNITY ACT

This Contract is subject to the provisions of California Labor Code Section 1060-1065: Chapter 4.5 Displaced Janitors Opportunity Act because it is a Contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002. A copy is provided in Exhibit M - California Labor Code Sections 1060-1065.

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

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

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

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the

Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.10 CONFLICT OF INTEREST

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

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

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors will report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality,

fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

8.13.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

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

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

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the

County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

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

8.21 FORCE MAJEURE

8.21.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such

failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.21.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

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

8.23.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages,

unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.23.4 The Contractor will adhere to the provisions stated in Sub-section 7.5 - Confidentiality.

8.24 INDEMNIFICATION

The Contractor will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.25 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates will be provided to the County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements will be sent to the County Contract Project Manager at the physical or electronic address herein provided in Exhibit E – County's Administration.

Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also will promptly notify the County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.25.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively the County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents

additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.25.3 Cancellation of or Changes in Insurance

Contractor will provide the County with, or the Contractor's insurance policies will contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.25.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.25.5 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.25.6 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to the Contractor. Any County maintained

insurance or self-insurance coverage will be in excess of and not contribute to any Contractor coverage.

8.25.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.25.8 Sub-Contractor Insurance Coverage Requirements

The Contractor will include all Sub-Contractors as insureds under Contractor's own policies, or will provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor will be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and will require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor will obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.25.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. The Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.25.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the

underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 Separation of Insureds

All liability policies will provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.25.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents will be designated as an Additional Covered Party under any approved program.

8.25.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.26 INSURANCE COVERAGE

8.26.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.26.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased

employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form will be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.27 LIQUIDATED DAMAGES

- 8.27.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.27.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars (\$200) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Exhibit 2, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all

deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in sub-paragraph 8.27.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This sub-paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.27.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 MOST FAVORED PUBLIC ENTITY

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

8.29 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

8.29.2 The Contractor will certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

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

- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.29 when so requested by the County.
- 8.29.7 If the County finds that any provisions of this sub-paragraph 8.29 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON-EXCLUSIVITY

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

8.31 NOTICE OF DELAYS

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

8.32 NOTICE OF DISPUTES

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

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.35 NOTICES

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

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that,

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

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

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

- The Contractor will develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the

prior written consent of the County Contract Project Director.
The County will not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.38 will apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.39 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract,

representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.39.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this sub-section relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information will be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.40 RECYCLED BOND PAPER

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

8.41 SUBCONTRACTING

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

8.41.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:

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

8.41.3 The Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.41.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.41.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.41.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.

8.41.7 The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their

officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.41.8 The Contractor will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor will ensure delivery of all such documents to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

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

8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as will not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.39, Record Retention AND Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

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

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

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.44, or that the default was excusable under the provisions of Paragraph 8.44.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-section 8.43 - Termination for Convenience.

8.44.5 The rights and remedies of the County provided in this Sub-section 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.46 TERMINATION FOR INSOLVENCY

8.46.1 The County may terminate this Contract forthwith in the event of

the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this Sub-section 8.46 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, will fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances will not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.50 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

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

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

8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to the County under any other provision of this contract, failure of the Contractor to cure

such default within 10 days of notice will be grounds upon which the County may terminate this contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.54 TIME OFF FOR VOTING

The Contractor will notify its employees, and will require each Sub-contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors will keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

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

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

2. For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of

“Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 **Contractor’s Submittal of Certified Monitoring Reports**

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

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

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

9.1.5 **County Auditing of Contractor Records**

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

9.1.6 **Notifications to Employees**

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

9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this subsection, the County will have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified

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

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future

County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the

federal Fair Labor Standards Act; and

- b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
- a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor will not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

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

9.2 **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

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

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

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

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

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By *Patrick Ogawa*
Deputy

CONTRACTOR: PRIDE Industries One, Inc.

By *[Signature]* Name
Name Peter Berghuis
Title C.O.O.



COUNTY OF LOS ANGELES

By *Mike Antonovich*
MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer
of the Board of Supervisors

By *Patrick Ogawa*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

831

DEC 01 2015

APPROVED AS TO FORM:

MARY WICKHAM
Interim County Counsel

By *[Signature]*
JILL M. JONES
Deputy County Counsel

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

78447

**CONTRACT FOR
CUSTODIAL SERVICES**

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EXHIBIT A

STATEMENT OF WORK (SOW)

CUSTODIAL SERVICES

**STATEMENT OF WORK
CUSTODIAL SERVICES
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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor will provide daily custodial services for the public and staff areas of the County of Los Angeles Public Library (Public Library) facilities identified in Attachment I, Service Locations and Hours of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for Contractor's performance under this Contract. Custodial services include, but are not limited to, offices, conference/meeting rooms, lobbies, corridors, elevators, restrooms, lunchrooms and light maintenance of the exterior, such as exterior trash receptacles, visible trash in parking lots and cleaning of entryways. Scheduled Major Cleaning Services include, but are not limited to, carpet cleaning, tile strip and wax and window washing. The Contractor will also perform Unanticipated Work as described in Section 9.0 – Unanticipated Work of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County and will be considered completed upon successful inspection.

2.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2.0 – Definitions of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

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

3.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities, in facility size or days of service for facilities listed in Attachment I – Service Locations and Hours of the SOW. Due to budget considerations, the days and hours open may vary throughout the Contract term. The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per additional facility. This cost estimate will not exceed the cost to provide custodial services for similar sized library facilities being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein.

3.2 All changes must be made in accordance with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract.

The County Librarian, or his/her designee, has the authority to sign the amendment for the County, consistent with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract. All terms in the current Contract will extend to any library facility added by the Amendment.

4.0 QUALITY CONTROL

The Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County Contract Project Monitor for review within ten (10) days of Contract award. The Plan will include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met.
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be kept and provided to the County upon request.
- 4.3 The Contractor will maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints will be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8.0 – Standard Terms and Conditions; Sub-section 8.16 – County's Quality Assurance Plan of the Contract.

5.1 MEETINGS

The Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day. Failure to attend a monthly scheduled meeting will result in an assessment of Two-Hundred Dollars (\$200.00). Refer to the SOW Exhibits, Exhibit 2 – Performance Requirements Summary (PRS).

5.2 ANNUAL EVALUATION

The County or its agents will evaluate the Contractor's performance under the Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The report will include improvement/corrective action measures taken by the Contractor in response to this evaluation.

Contractor deficiencies which the County determines as severe or continuing and that may place performance of the Contract in jeopardy if not corrected may be reported to the Board. If improvement does not occur consistent with corrective action measures, the County may terminate the Contract or impose other penalties as specified in the Contract.

5.3 CONTRACT DISCREPANCY REPORT

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

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

5.4 COUNTY OBSERVATIONS

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

6.0 RESPONSIBILITIES

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

COUNTY

6.1 PERSONNEL

The County will administer the Contract according to Section 6.0 – Administration of Contract – County of the Contract. Specific duties will include:

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

6.2 FURNISHED ITEMS

6.2.1 Keys/Access Cards/Remote Controls

The County will provide two (2) sets of keys/access cards/remote controls, at no cost to the Contractor, for the library facilities to be serviced. The Contractor will acknowledge receipt of the keys/access cards/remote controls, accepting full responsibility. Contractor employees are to use keys/access cards/remote controls only in the carrying out of contracted services. All such keys/access cards/remote controls are property of the County and will be returned to the County Contract Project Manager, within five (5) business days of the termination of the Contract.

If additional sets are needed the Contractor will submit a request in writing to the County Contract Project Manager. At no time are the keys to be duplicated by the Contractor.

Any lost or damaged keys/access cards/remote controls will be replaced by the County at the expense of the Contractor.

6.2.2 Alarm Codes

The Contractor may be issued intrusion alarm codes to the library facilities to be serviced. The Contractor accepts full responsibility for the security of the alarm codes and will provide codes only to its employees as required to provide custodial services in accordance with the Contract.

Instructions for the use of intrusion alarms will be provided by the County. If it is determined that the Contractor's employee fails to arm the intrusion alarm or is responsible for a false alarm, liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.3 Utilities

The County will provide all utilities including gas, electricity and water. The County will be responsible for maintenance and repairs of the same. Contractor employees are to use utilities only in the carrying out of the contracted services and at no time are the utilities to be used for personal use. The Contractor will notify the County by calling the Los Angeles County Operator at (213) 974-1234, to report any concerns, problems or damage immediately upon discovery.

6.2.4 Materials and Equipment

The County does not make telephones, computers, faxes, copiers or any County peripherals available for the use of the Contractor's

employees. Any such misuse of County property will result in the assigned Contractor employees' immediate removal from working on the Contract and liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.5 Storage Area

The County will provide a storage area to the Contractor as determined by the County, when available. The County does not guarantee exclusive use of this storage area. The Contractor is prohibited from use of said storage area or any other County property for conducting business interests that are not related to or required by the specified library facility. The Contractor will maintain the storage area in a clean and orderly manner; this includes supply boxes and equipment.

CONTRACTOR

6.3 CONTRACTOR PROJECT MANAGER

6.3.1 The Contractor will provide a full-time Contractor Project Manager or designated alternate. The Contractor will provide a telephone number where the Contractor Project Manager may be reached all hours, 365 days per year.

6.3.2 The Contractor Project Manager will act as a central point of contact with the County.

6.3.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

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

6.4 PERSONNEL

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

6.4.2 The Contractor will assign one (1) supervisor exclusive to each Contract Area to monitor and inspect the employees and their performance.

6.4.3 The Contractor will be required to background check their employees as set forth in Section 7.0 – Administration of Contract –

Contractor, Sub-section 7.4 – Background and Security Investigations of the Contract and Paragraph 6.4.6 of this Sub-section.

- 6.4.4 The Contractor will ensure that **only** personnel assigned to the Contract or specialty crew are permitted in the library facilities at all times. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.
- 6.4.5 The County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. The County has the right to approve or disapprove the Contractor's employees as set forth in Sub-section 7.2 – Approval of Contractor's Staff of the Contract.
- 6.4.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.4.7 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the Contract.
- 6.4.8 The Contractor's employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.5 **UNIFORMS AND IDENTIFICATION BADGES**

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

6.5.2 The Contractor will ensure that its employees are appropriately identified as set forth in Sub-section 7.3 – Contractor’s Staff Identification of the Contract.

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

6.5.4 The Contractor may be assessed liquidated damages for failure to comply with Uniform and Identification Badges. Refer to the SOW Exhibits, Exhibit 2 – PRS.

6.6 MATERIALS AND EQUIPMENT

6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.

6.6.2 All cleaning materials must be labeled in accordance with State of California Cal OSHA standards.

6.6.3 The Contractor is required to keep all equipment used to maintain the library facilities in a safe and operable manner. The Contractor must check all equipment daily for safety.

6.6.4 The Contractor is obligated to provide all Safety Data Sheets (SDS) for all chemicals utilized in the cleaning process. All SDS will be stored in each custodial closet at each library facility. It is the responsibility of the Contractor to monitor the accuracy of each SDS and to replace them immediately with the most current information when products are replaced. Failure to provide all SDS during the term of the Contract may result in liquidated damages.

6.7 TRAINING

6.7.1 The Contractor will provide training programs to all Contractor employees assigned to this Contract on the duties and responsibilities of this SOW.

6.7.2 On their first day of assignment, the Contractor will provide the Contractor employee with training and orientation regarding the assigned library facility, including, but not limited to entry alarms, doors, work requirements, cleaning techniques and restrictions.

6.7.3 The Contractor will provide continuing education training annually to all employees assigned to this Contract to ensure knowledge of duties and responsibilities.

6.7.4 The Contractor will provide training to all Contractor employees regarding their required tasks and the safe handling of equipment.

6.7.5 The Contractor must provide proof of training to the County upon completion of initial assignment and annually thereafter. Proof of training must include a list of subjects trained and a signature from the employee acknowledging training and understanding. All company training records, including course materials, must be available for inspection at the request of the County.

6.8 CONTRACTOR'S OFFICE

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

6.8.1 Business Hours

The Contractor's office will be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquiries and complaints. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.8.2 After-Hours

When the Contractor's office is closed, the Contractor Project Manager's after-hours number will be utilized to address inquiries and complaints. If voicemail is utilized, the Contractor Project Manager must respond within fifteen (15) minutes of the initial call. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.9 CONTRACTOR'S DAMAGE

The Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees. All repairs will be performed by the County and the Contractor will reimburse the County for the value of the repair.

6.10 EMERGENCY PROCEDURES

The Contractor will immediately report any emergency situation such as vandalism, broken water pipes, windows, doors, etc., by calling the Los Angeles County Operator at (213) 974-1234.

6.11 FACILITY SECURITY

It is the responsibility of the Contractor to ensure that facilities are secured at all times. Failure to properly secure a facility will result in liquidated damages and other damages suffered by and or available to the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

7.0 HOURS/DAYS OF WORK

Hours of custodial services are to be performed at the close of each library facility's work day between one (1) hour after library closes and up to one (1) hour before the library opens, as described in Attachment I, Service Locations and Hours of the SOW. Exceptions to this requirement are noted in Attachment V, Special Work Requirements of the SOW.

Contractors are not required to work on County-recognized holidays or days of library facility closure. The Contractor may perform special or periodic cleaning on these days, but will be required to receive prior approval by the County Contract Project Manager. The County will provide a list of County-recognized holidays upon commencement of the Contract.

8.0 WORK SCHEDULES

8.1 The Contractor will submit a work schedule for each library facility to the County Contract Project Manager within fifteen (15) business days prior to the start of the Contract. The schedules will list the employees assigned, hours and days to work. Schedules will be adhered to at all times unless the County is otherwise notified of a change.

8.2 The Contractor will submit revised schedules when changes to staff occur. Said revisions will be submitted to the County Contract Project Manager for review and approval within five (5) business days prior to scheduled time for work.

9.0 UNANTICIPATED WORK

9.1 The County Contract Project Director or his/her designee may authorize, in writing, the Contractor to perform unanticipated work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of Nature, and third party negligence; or to add to, modify or refurbish existing library facilities.

9.2 The Contractor will prepare and submit a written description of the work with an estimate of labor and materials prior to performing any unanticipated work. If immediate action is needed, a verbal authorization from the County Project Director or his/her designee, with a written follow-up, can be given to perform unanticipated work. A written description of the work completed with a cost of labor and materials must be submitted within three (3) business days to the County.

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

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

9.5 **ADDITIONAL/SPECIALTY AS-NEEDED SERVICES**

The Contractor will provide “Additional/Specialty As-Needed Services” for all library facilities upon request. These services may fall under the following categories: (1) Post-Construction cleaning; (2) Special Event cleaning; (3) Reduced Services, (4) Special Event Porter Services and (5) Additional Major Cleaning Services, as listed in Section 13.0 – Scheduled Major Cleaning Services of the SOW. The County Contract Project Monitor will provide a Statement of Work specific to the request category and the Contractor is to provide a price quote within five (5) business days. Approval of the quote is required prior to the commencement of services.

Price quotes for Additional Major Cleaning Services will be based on, Exhibit B – Pricing Schedule.

9.6 **CALL BACK**

Call Backs are as-needed work outside of the normal contractual duties brought on by an event, accidental or intentional, or by a failure of the contractor to perform their duties and which require immediate mitigation. Examples of custodial related call backs, include but not limited to, urine, feces, vomit, blood, sewage, spilled food/beverages, and/or vandalism.

The Contractor must have capabilities for call back requests. The Contractor **must** respond to call back requests within two (2) hours of notification. The Contractor will submit an invoice for the total actual hours spent by the Contractor to address the situation, including actual service time and actual travel time, and based on the hourly ‘call back’ rate specified in Exhibit C - Contractor’s Proposed Schedule. In the event the Contractor does not respond to a ‘call back’ request within the time specified herein, but nevertheless completes the work, then the Contractor will be paid for the ‘call back’ at the regular employee hourly rate instead of the ‘call back’ rate specified in the Contractor’s Proposed Schedule. Upon completion of a ‘call back’ requested service, the Contractor must notify the County Contract Project Monitor.

- 9.6.1 For Call Back Services involving Bloodborne Pathogens (BBP) contractors will provide BBP services in accordance with the Occupational Safety and Health Administration’s (OSHA) Bloodborne pathogen Standard under Title 29 of the Code of Federal Regulations. BBP services will only be provided by employees trained and certified through a program designed to meet the requirements of OSHA. A list of certified employees and their certificates must be provided to the Public Library within ten (10) days of the start of the Contract.

- 9.6.2 Utilizing the **Custodial Call Back Request Slip** (Attachment III) the Contractor employee must sign-in upon arrival and sign-out when the 'call back' work is completed and/or upon departure. The library facility staff signs the form to confirm and approve the times. Upon completion of the work, the library facility staff will inspect and approve the work, then they will forward the Custodial Call Back Request Slip to the County Contract Project Monitor.

10.0 SIGN-IN REQUIREMENTS

All Contractor employees are required to sign-in upon arrival and sign out at departure, with an ink pen, at each Public Library facility. This includes, but is not limited to custodians, special cleaning crews, supervisors and quality control monitors. A Custodial Services Employee Sign-In/Sign-Out Log (Attachment IV) is provided at each library facility and must be kept in the custodial closet. Contractor employees must sign in and out with the actual date and time the library facility was entered/exited.

11.0 SPECIFIC DAILY WORK REQUIREMENTS

All assignments listed below are to be completed **daily**. The Contractor is responsible to evaluate and monitor the use of consumable supplies and provide sufficient supplies, such as, paper towels, toilet paper, and soap, etc. for the next day.

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

The Contractor's employees must remove all trash from the building and dispose of into proper receptacles (replace lock if applicable). If a recycling program is established, remove all recyclable materials from the designated recycle receptacles (not personal work spaces) and dispose of into proper exterior receptacles (replace lock if applicable).

The Contractor's employees are responsible for turning off all lights and securing the facilities after services are provided.

11.1 RESTROOMS (STAFF AND PUBLIC)

- Clean entry doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean and polish entry door push plates, knobs and kick plates.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.

- Clean mirrors, including chrome-finished edges, to remove spots, smudges and leave streak-free, including the removal of hard water stains and deposits.
- Clean all exposed pipe fixtures including the removal of hard water stains and deposits.
- Clean and sanitize all dispensers; soap, paper towel, toilet seat cover and toilet paper.
- Clean and sanitize all toilet seats, bowls, bases, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean and sanitize the exterior and interior surfaces of the baby-changing tables.
- Clean, sanitize and polish all handrails.
- Clean and sanitize urinals, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean stall partitions, supports, bases, doors (inside and out), latches/knobs to remove dirt, marks, fingerprints, smudges, splashes, etc.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, etc. leaving surface free of cleaning product residue and discoloration.
- Refill all dispensers; soap, paper towel, toilet seat cover, feminine products, toilet paper, baby-changing table liners, and hand sanitizer.
- Sweep, wet mop and disinfect all floors, leaving baseboards and walls free of splashes and/or marks from cleaning equipment/products.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.

11.2 MAIN LIBRARY (INTERIOR), WORKROOMS, AND MEETING ROOMS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.

- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, paper towel.
- Refill all dispensers; soap (with dish soap), paper towel, and hand sanitizer.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.

- DO NOT disturb any paperwork on top of desk or surrounding floors or tables.

11.3 LUNCH ROOM AND LOUNGE

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Note: Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.

- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface
- Remove graffiti from all surfaces where found (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)
- Clean and sanitize the exterior surfaces of the refrigerator, stove/range, microwave, toaster, and toaster oven.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, and paper towel.
- Refill all dispensers; soap (with dish soap), paper towel and hand sanitizer.

11.4 LOBBIES AND CORRIDORS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. (Note: Emergency Exit doors must not be opened to prevent alarms from sounding.)
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms,

fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.

- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.5 ELEVATORS

- Clean and sanitize panels and handrails to remove dirt, marks, fingerprints, smudges, splashes and spots.
- Clean all doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners and any other hard to reach areas.
- Spot clean all carpeted areas, using the most appropriate method to completely remove the spot/stain without damaging the surface.

- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.6 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Clean all exterior book drop containers and wall-mount deposit doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior wall-mount mail-drop doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior signs and plaques to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Empty and clean the exterior surfaces of the exterior trash receptacles and replace plastic liners.
- Empty and clean the exterior cigarette urns.
- Sweep the library entry area to a reasonable location; collect and dispose of swept dirt, debris, etc.
- Sweep the library loading dock and side/rear staff entrances; collect and dispose of swept dirt, debris, etc.
- Sweep and dispose of all trash in the library exterior patio/lunch area; collect and dispose of swept dirt, debris, etc.
- Clean all tables and chairs, including top, base, legs and cross supports to remove dust, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Locate and dispose of all trash in the parking lot, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.
- Locate and dispose of all trash in the loading dock, side/rear staff entrances, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.

11.7 SPECIAL INSTRUCTIONS

- Special daily work requirements for individual libraries, i.e. artwork, special furniture, etc., are identified in Attachment V, Special Work Requirements of the SOW.

12.0 SPECIFIC WEEKLY WORK REQUIREMENTS

All assignments listed below are to be completed **weekly**. The Contractor's employees are required to use all appropriate cleaning materials to complete their assignments and clean all work areas after completion of assignments.

Within five (5) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written weekly schedule for each library facility. This list will list the day of the week each weekly service will be completed.

12.1 MAIN LIBRARY (INTERIOR) AND MEETING ROOMS

- Clean and remove all visible cobwebs up to 12 feet
- Dust window blinds and shades
- Clean all baseboards
- Clean and sanitize handrails
- Sweep all steps
- Dust all surfaces (6 feet and above)

NOTE: It is the responsibility of the Contractor to provide appropriate equipment (i.e., ladders) to the Contractor employees.

12.2 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Hose down sidewalks, steps, walkways, stairs, loading docks, entry and patio areas of the building
(Area includes up to the property line and/or the public sidewalk)

12.3 SPECIAL INSTRUCTIONS

- Special weekly work requirements for individual libraries are identified in Attachment V, Special Work Requirements of the SOW.

13.0 SCHEDULED MAJOR CLEANING SERVICES

The Contractor is required to be familiar with all surfaces to be cleaned and the appropriate cleaning equipment and materials necessary to complete these services.

Within fifteen (15) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written Major Cleaning Services Schedule for each library facility. This schedule will list the month, week and day that each Major Cleaning Service will be performed. Failure to provide the schedule may result in liquidated or other damages. Refer to the SOW Exhibits, Exhibit 2 – PRS.

This schedule is used to notify library locations of upcoming major cleaning services which may require action by the library staff, i.e., removal of boxes from floor, movement of furniture or personal items. The schedule must be followed and if a cleaning is to be re-scheduled, a notification of at least five (5) business days must be given. Failure to provide this notification may result in liquidated damages. In addition, failure to perform major cleaning services on the date scheduled may also result in liquidated damages. Correction of this failure to clean must be accomplished within ten (10) business days of the original

scheduled date, unless otherwise instructed by the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

Upon completion of the cleaning the Contractor employee will leave the **Custodial Services Major Cleaning Monitoring Report** form (Attachment II) on the circulation desk of the library serviced. Failure to leave this document will constitute a failure to perform the cleaning service and will result in the same action as stated above.

All completed services will be evaluated, rated and approved by the Public Library facility staff. Confirmation of services **will not** be acknowledged by the County until a signed copy, approving the work, is received by the County Contract Project Monitor. If services are rated as Unsatisfactory or Not Done, the Contractor is obligated to provide the corrective service by a date agreed upon by the County and the Contractor. The corrective service must be done within the same frequency period in which the Unsatisfactory or Not Done rating occurred. Liquidated damages may apply if the corrective service is not performed by the dated agreed upon and/or within the frequency period. The assessment of liquidated damages does not relieve the Contractor from their responsibility for the corrective service. Refer to the SOW Exhibits, Exhibit 2 – PRS.

NOTE: Contractor employees must clean all work areas before and after and return the library to its original condition after completion of assignments.

13.1 FLOORS

- Strip and wax or seal floors every three (3) months (four times a year)
- Degrease and remove chemical spills from areas surrounding all photocopy machines
- Strip and clean thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- Wax or seal and buff thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- For floors where stripping, waxing or sealing is not indicated, a deep cleaning will be performed
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.2 CARPET

- Shampoo carpet and area rugs every three (3) months (four times a year)
- Degrease and remove chemical spills from areas surrounding all photocopy machines

- Shampoo thoroughly (including corners and behind doors) all carpeted areas using appropriate cleaning material for various carpet types
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.3 WINDOWS (Interior and Exterior)

- Clean full length of all windows including frames and sills every four (4) months (three times a year)
- Clean windows using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Clean thoroughly, including the removal of hard water stains and deposits regardless of source, using appropriate cleaning materials

13.4 CEILING/WALL VENTS

- Clean ceiling air vents every four (4) months (three times a year)
- Clean wall, air or heat vents every four (4) months (three times a year)
- Remove all vents using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Remove and clean thoroughly all covers using appropriate cleaning materials
- Vacuum air vents thoroughly

13.5 LIGHT FIXTURES (Interior and Exterior)

- Clean light fixtures (frames and lens) every six (6) months (two times a year)
- Clean thoroughly all light fixtures (frames and lens) using appropriate cleaning materials
- Remove all lens using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Report any burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures upon discovery to the County Contract Project Monitor upon discovery

13.6 WINDOW BLINDS/MECHO SHADES

- Clean window blinds and mecho shades every four (4) months (three times a year)
- Wash and clean thoroughly all window blinds (only) using appropriate cleaning materials and manufacturers instructions
- Dry dust mecho shades using appropriate equipment
- Remove all window blinds using ladders, scaffolding, hydraulic lifts, or catwalks, as appropriate
- Do not remove mecho shades

13.7 FURNITURE

- Shampoo upholstered furniture and clean wood, plastic, and vinyl chairs every four (4) months (three times a year)
- Shampoo and remove stains thoroughly from all upholstered furniture using appropriate cleaning materials for various upholstery types
- Clean thoroughly all wood, plastic and vinyl chairs using appropriate cleaning materials
- Thoroughly vacuum under seat cushions

13.8 RESTROOM WALLS

- Wash and clean thoroughly all restroom walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

13.9 CUBICLE WALLS

- Vacuum and clean thoroughly all cubicle walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

14.0 SUPPLY REQUIREMENTS

The Contractor will provide all supplies necessary to accommodate each library facility needs for each day the library facility is open. A list of required supplies includes:

- White 2-ply toilet paper (roll);
- Toilet seat covers; style appropriate to the various dispensers
- Commercial grade liquid hand soap for dispensing;
- Bi- or Tri-fold paper towels appropriate for the various dispensers;
- Diaper changing table liners; style appropriate to the various dispensers;
- Urinal deodorant cakes;
- Deodorizers (upon the County's request);
- Trash can liners; size appropriate to the receptacles;
- Sanitary napkins/tampons.
- Hand sanitizer

15.0 GREEN INITIATIVES

15.1 The Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

15.2 The Contractor will notify the County's Contract Project Manager of the Contractor's new green initiatives prior to the Contract commencement.

16.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

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

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days will constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, will be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten (10) business days' written notice with or without cause, as provided for in Section 8.0 – Standard Terms and Conditions, Sub-section 8.43 – Termination for Convenience of the Contract.

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EXHIBIT A

ATTACHMENTS

- I SERVICE LOCATIONS AND HOURS – AREA 4**
- II MAJOR CLEANING MONITORING REPORT**
- III CUSTODIAL CALL BACK REQUEST SLIP**
- IV CUSTODIAL SERVICES EMPLOYEE SIGN-IN LOG**
- V SPECIAL WORK REQUIREMENTS – AREA 4**

ATTACHMENT I

SERVICE LOCATIONS AND HOURS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 4

Library Information

Library Hours

1 Avalon Library

215 Sumner Avenue
Avalon, CA 90704

Total Square Feet: 1,256 Sq. Ft.
Glass: Sq. Ft.
Tile: Sq. Ft.
Carpet: Sq. Ft.
Parking Lot: 0 Sq. Ft.
Number of Light Fixtures:

Monday	CLOSED
Tuesday	11:00 A.M. – 7:00 P.M.
Wednesday	11:00 A.M. – 7:00 P.M.
Thursday	11:00 A.M. – 7:00 P.M.
Friday	9:00 A.M. – 5:00 P.M.
Saturday	9:00 A.M. – 5:00 P.M.
Sunday	CLOSED

2 Bell Library

4411 East Gage Ave.
Bell, CA 90201

Total Square Feet: 4,863 Sq. Ft.
Glass: 850 Sq. Ft.
Tile: 2,142 Sq. Ft.
Carpet: 2,113 Sq. Ft.
Parking Lot: 780 Sq. Ft.
Number of Light Fixtures: 137

Monday	CLOSED
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 6:00 P.M.
Thursday	11:00 A.M. - 5:00 P.M.
Friday	11:00 A.M. - 5:00 P.M.
Saturday	12:00 P.M. - 5:00 P.M.
Sunday	CLOSED

3 Bell Gardens Library

7110 S. Garfield Ave.
Bell Gardens, CA 90201

Total Square Feet: 5,119 Sq. Ft.
Glass: 480 Sq. Ft.
Tile: 1,800 Sq. Ft.
Carpet: 3,319 Sq. Ft.
Parking Lot: 780 Sq. Ft.
Number of Light Fixtures: 105

Monday	CLOSED
Tuesday	10:00 A.M. - 7:00 P.M.
Wednesday	10:00 A.M. - 7:00 P.M.
Thursday	10:00 A.M. - 7:00 P.M.
Friday	10:00 A.M. - 6:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 4

Library Information

Library Hours

4 Florence Library

1610 East Florence Ave.
Los Angeles, CA 90001

Total Square Feet:	5,124	Sq. Ft.
Glass:	151	Sq. Ft.
Tile:	1,920	Sq. Ft.
Carpet:	2,918	Sq. Ft.
Parking lot:	2,600	Sq. Ft.
Number of light fixtures:	80	

Monday	11:00 A.M. - 7:00 P.M.
Tuesday	11:00 A.M. - 8:00 P.M.
Wednesday	11:00 A.M. - 8:00 P.M.
Thursday	11:00 A.M. - 5:00 P.M.
Friday	11:00 A.M. - 5:00 P.M.
Saturday	11:00 A.M. - 5:00 P.M.
Sunday	CLOSED

5 Graham Library

1900 East Firestone Blvd.
Los Angeles, CA 90001

Total Square Feet:	5,125	Sq. Ft.
Glass:	200	Sq. Ft.
Tile:	1,891	Sq. Ft.
Carpet:	3,233	Sq. Ft.
Parking lot:	2,600	Sq. Ft.
Number of light fixtures:	130	

Monday	11:00 A.M. - 8:00 P.M.
Tuesday	11:00 A.M. - 8:00 P.M.
Wednesday	11:00 A.M. - 6:00 P.M.
Thursday	11:00 A.M. - 6:00 P.M.
Friday	11:00 A.M. - 5:00 P.M.
Saturday	11:00 A.M. - 5:00 P.M.
Sunday	CLOSED

6 Hawthorne Library

12700 Grevillea Ave.
Hawthorn, CA 90250

Total Square Feet:	16,949	Sq. Ft.
Glass:	425	Sq. Ft.
Tile:	4,664	Sq. Ft.
Carpet:	12,285	Sq. Ft.
Parking Lot:	5,500	Sq. Ft.
Number of Light Fixtures:	419	

Monday	CLOSED
Tuesday	11:00 A.M. - 8:00 P.M.
Wednesday	11:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 4

Library Information

Library Hours

7 Huntington Park Library

6518 Miles Ave.
Huntington Park, CA 90255

Total Square Feet:	33,482	Sq. Ft.
Glass:	2,000	Sq. Ft.
Tile:	17,449	Sq. Ft.
Carpet:	15,913	Sq. Ft.
Parking Lot:	6,500	Sq. Ft.
Number of Light Fixtures:	2,250	

Monday	1:00 P.M. - 8:00 P.M.
Tuesday	1:00 P.M. - 8:00 P.M.
Wednesday	11:00 A.M. - 6:00 P.M.
Thursday	11:00 A.M. - 6:00 P.M.
Friday	CLOSED
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

8 Lloyd Taber-Marina Del Rey Library

4533 Admiralty Way
Marina Del Rey, CA 90292

Total Square Feet:	7,443	Sq. Ft.
Glass:	234	Sq. Ft.
Tile:	1,116	Sq. Ft.
Carpet:	3,856	Sq. Ft.
Parking lot:	2,600	Sq. Ft.
Number of light fixtures:	212	

Monday	11:00 A.M. - 7:00 P.M.
Tuesday	11:00 A.M. - 8:00 P.M.
Wednesday	11:00 A.M. - 8:00 P.M.
Thursday	11:00 A.M. - 8:00 P.M.
Friday	12:00 P.M. - 6:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

9 Lennox Library

4359 Lennox Blvd.
Lennox, CA 90304

Square Feet:	10,827	Sq. Ft.
Glass:	947	Sq. Ft.
Tile/VCT:	2,471	Sq. Ft.
Carpet:	7,176	Sq. Ft.
Number of light fixtures:	182	
Exterior Concrete for Cleaning:	6,800	Sq. Ft.

Monday	11:00 A.M. - 7:00 P.M.
Tuesday	11:00 A.M. - 7:00 P.M.
Wednesday	11:00 A.M. - 7:00 P.M.
Thursday	11:00 A.M. - 7:00 P.M.
Friday	11:00 A.M. - 6:00 P.M.
Saturday	12:00 P.M. - 5:00 P.M.
Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 4

Library Information

Library Hours

10 Lennox Constituent Service Center (CSC)

4343 Lennox Blvd.
Lennox, CA 90304

Square Feet:	4,955	Sq. Ft.
Glass:	848	Sq. Ft.
Tile/VCT:	1,513	Sq. Ft.
Carpet:	4,042	Sq. Ft.
Number of light fixtures:	87	
Exterior Concrete for Cleaning:	2,242	Sq. Ft.

Monday	8:00 A.M. - 5:00 P.M.
Tuesday	8:00 A.M. - 5:00 P.M.
Wednesday	8:00 A.M. - 5:00 P.M.
Thursday	8:00 A.M. - 5:00 P.M.
Friday	8:00 A.M. - 5:00 P.M.
Saturday	CLOSED
Sunday	CLOSED

11 Maywood Cesar Chavez Library

4323 East Slauson Avenue
Maywood, CA 90270

Total Square Feet:	3,362	Sq. Ft.
Glass:	426	Sq. Ft.
Tile:	1,332	Sq. Ft.
Carpet:	2,031	Sq. Ft.
Parking Lot:	0	Sq. Ft.
Number of Light Fixtures:	67	

Monday	12:00 P.M. - 8:00 P.M.
Tuesday	12:00 P.M. - 8:00 P.M.
Wednesday	11:00 A.M. - 6:00 P.M.
Thursday	11:00 A.M. - 6:00 P.M.
Friday	11:00 A.M. - 5:00 P.M.
Saturday	11:00 A.M. - 5:00 P.M.
Sunday	CLOSED

12 View Park Library

3854 West 54th Street
Los Angeles, CA 90043

Total Square Feet:	6,983	Sq. Ft.
Glass:	509	Sq. Ft.
Tile:	1,869	Sq. Ft.
Carpet:	4,431	Sq. Ft.
Parking lot:	2,340	Sq. Ft.
Number of light fixtures:	173	

Monday	11:00 A.M. - 7:00 P.M.
Tuesday	11:00 A.M. - 7:00 P.M.
Wednesday	11:00 A.M. - 7:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 4

Library Information

Library Hours

13 Wiseburn Library				
5335 West 135 th Street				
Hawthorne, CA 90250				
Total Square Feet:	5,000	Sq. Ft.	Monday	CLOSED
Glass:	508	Sq. Ft.	Tuesday	1:00 P.M. - 8:00 P.M.
Tile:	1,026	Sq. Ft.	Wednesday	1:00 P.M. - 8:00 P.M.
Carpet:	3,974	Sq. Ft.	Thursday	1:00 P.M. - 8:00 P.M.
Parking Lot:	650	Sq. Ft.	Friday	10:00 A.M. - 5:00 P.M.
Number of Light Fixtures:	122		Saturday	10:00 A.M. - 5:00 P.M.
			Sunday	CLOSED

14 Woodcrest Library				
1340 West 106 th Street				
Los Angeles, CA 90044				
Total Square Feet:	7,254	Sq. Ft.	Monday	10:00 A.M. - 6:00 P.M.
Glass:	2,790	Sq. Ft.	Tuesday	10:00 A.M. - 6:00 P.M.
Tile:	480	Sq. Ft.	Wednesday	10:00 A.M. - 6:00 P.M.
Carpet:	6,775	Sq. Ft.	Thursday	10:00 A.M. - 6:00 P.M.
Parking lot:	3,900	Sq. Ft.	Friday	10:00 A.M. - 6:00 P.M.
Number of light fixtures:	201		Saturday	10:00 A.M. - 5:00 P.M.
			Sunday	CLOSED

15 Holly Park – Information Systems				
2150 West 120 th Street				
Hawthorne, CA 90250				
Total Square Feet:	7,776	Sq. Ft.	Monday	7:00 A.M. - 6:00 P.M.
Glass:	686	Sq. Ft.	Tuesday	7:00 A.M. - 6:00 P.M.
Tile:	1,639	Sq. Ft.	Wednesday	7:00 A.M. - 6:00 P.M.
Carpet:	4,309	Sq. Ft.	Thursday	7:00 A.M. - 6:00 P.M.
Parking Lot:	2,478	Sq. Ft.	Friday	CLOSED
Number of Light Fixtures:	115		Saturday	CLOSED
			Sunday	CLOSED

ATTACHMENT II

MAJOR CLEANING MONITORING REPORT

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

CONTRACTOR'S STAFF USE ONLY

PLEASE COMPLETE AND PLACE FORM ON THE CIRCULATION COUNTER
WHERE EASILY SEEN

Library Name: _____ Date: _____

Name of Company: _____ Completed by: _____

THIS LIBRARY RECEIVED THE FOLLOWING MAJOR CLEANING SERVICE:

- Floor Stripped & Waxed/Sealed
 - Carpet Shampooed
 - Light Fixtures Cleaned
 - Windows Cleaned (Interior and Exterior)
 - Ceiling/Wall Vents Cleaned
 - Furniture Cleaned/Polished/Shampooed
 - Restroom Walls Cleaned
 - Window Blinds/Mecho Shades Cleaned
 - Cubicle Walls Cleaned
- Custodial Comments Only: _____

CORRECTION DATE FOR ANY UNSATISFACTORY RATING: _____

LIBRARY STAFF USE ONLY

PLEASE SIGN AND FAX THIS FORM IMMEDIATELY TO: **Contract Services**
LHQ - Facilities Services
(562) 803 - 0016

CLM's Name (Print): _____

CLM's Signature: _____ Date: _____

- Cleaning Satisfactory
- Cleaning Unsatisfactory
- Job Not Done

Library Staff Comments Only: _____

Corrections Done – Satisfactory Library Signature: _____ Date: _____

CONTRACT STAFF USE ONLY

Comments: _____

Logged and Filed **COMPLETE**

ATTACHMENT III

CUSTODIAL CALL BACK REQUEST SLIP

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL CALL BACK REQUEST SLIP

CONTRACTOR USE ONLY

Date of Request: _____ Time Request Received From PL: _____

Library Name: _____

Starting Location: _____ Start Travel Time: _____ End Travel Time: _____
(City)

Contractor Company Name: _____

Contractor Employee Name (Print): _____

THE FOLLOWING CALL BACK HAS BEEN REQUESTED FOR THIS LIBRARY:

LIBRARY STAFF USE ONLY

INSTRUCTIONS TO LIBRARY STAFF:

Please ensure that the custodial staff signs in immediately upon arrival and signs out when work is completed. Please initial VERIFYING arrival and departure times. **Immediately fax completed form to Contracts Unit at (562) 803-0016.**

Time of Arrival: _____ a.m. / p.m. Time of Departure: _____ a.m. / p.m.

Custodian Initial: _____ Library Staff Initial: _____

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

Staff Name (Print): _____

Staff Signature: _____ Date: _____

CONTRACT STAFF ONLY

Comments:

Service Time: _____
Travel Time: _____
Total Actual Hours: _____
(Service & Travel)
Total Billed Hours: _____

INVOICE RECEIVED: Invoice No.: _____

Logged -COMPLETE

ATTACHMENT IV

CUSTODIAL SERVICES EMPLOYEE SIGN-IN/SIGN-OUT LOG

CUSTODIAL SERVICES EMPLOYEE SIGN-IN/SIGN-OUT LOG

LIBRARY FACILITY: _____ MONTH/YEAR: _____

Attention: All custodial contractor employees must sign-in & out upon arrival, lunch, and departure. Please refer to the instruction at the bottom of this form.

Atención: Todos los empleados del contratista de servicios de custodia deben firmar esta hoja de registro hacia fuera a su llegada, almuerzo, y salida. Por favor consulte las instrucciones en la parte inferior de esta forma.

Date/Fecha	Name/Nombre (Please Print/ Por favor imprima)	Arrival Time / Hora de llegada	Lunch/Almuerzo		Departure Time / Hora de salida	Signature/Firma
			Out/ Comenzó	In/ Termino		
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Contractor Employees: ALL employees are to sign in & out (Includes: Custodians, Supervisors, Major Cleaning & Quality Control staff). No unauthorized employee is allowed in the building without prior approval from the County Contract Monitor or County Contract Manager.

Empleados del Contratista: (Todo empleados deben firmar su llegada y salida (Incluye: custodios, supervisores, personal de servicios técnicos y Control de Calidad). Ningún empleado no autorizado está permitido en el edificio sin la aprobación previa del Condado o condado Gerente del Contrato.)

Library staff: Please send the original form to LHQ, Contract Services – Room 206.

ATTACHMENT V

SPECIAL WORK REQUIREMENTS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SPECIAL WORK REQUIREMENTS**

CUSTODIAL SERVICES – AREA 4

Marina Del Rey Library

Exterior Weekly Service

- Daily sweeping of the exterior front entrance and walkway.

Lennox Constituent Service Center

- Custodial Services to be performed during business hours only.

Exterior Weekly Service

- **Library and Constituent Service Center** billing is separate, however, exterior cleaning must be performed on the same day each week.

Holly Park IT Facility

- Custodial Services to be performed during business hours only.
- No keys are provided for this facility due to security. Custodian must be admitted into the building.
- Custodian must be schedule to arrive at a set time each day of service.

**STATEMENT OF WORK
EXHIBITS**

STATEMENT OF WORK EXHIBITS

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7400 E. IMPERIAL HWY. • P.O. BOX 7011 • DOWNEY, CA 90241-7011 • PHONE: 562-940-8485 • FAX: 562-803-0016

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: **January 1, 2015**

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.,

FROM:	Jane Smith	Phone No.:	(562) 940 – 6919
	Contract Services Unit	Fax No.:	(562) 803 – 0016

CONTRACT NO. **12345** CONTRACT TITLE: **CUSTODIAL SERVICES – AREA 4**

TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the Contract Services Coordinator.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The Contract Services Coordinator will evaluate the Contractor's response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Sub-Section 4.3	Term of Contract	Contractor must comply with the requirements specified in Sub-Section 4.3	Receipt of document	\$200 per occurrence
Contract: Sub-Section 5.5	Contract Sum	Contractor must send written notification that the Contractor has incurred 75% of the total contract authorization.	Receipt of document	\$200 per occurrence
Contract: Section 7.0	Administration of Contract – Contractor	Contractor shall notify the County in writing of any changes.	Receipt of document	\$200 per occurrence
Contract: Sub-Section 7.3	Contractor's Staff Identification	Contractor must comply with the requirements specified in Sub-Section 7.3	Inspection and Observation	\$200 per occurrence
Contract: Sub-Section 7.4	Background and Security Investigations	Contractor must comply with the requirements specified in Sub-Section 7.4	Inspection and Observation	\$500 per occurrence
Contract: Sub-Section 8.5	Complaints	Contractor must comply with the requirements specified in Sub-Section 8.5	Inspection, Observation and Receipt of document	\$200 per occurrence
Contract: Sub-Section 8.25	General Provisions For All Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.26	Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.29	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub-Section 8.29	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.40	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-Section 8.40	Inspection of files	\$500 per occurrence; possible termination for default of contract.

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 9.1.6	County's Living Wage Program – Notification to Employees	Contractor must distribute County provided notices to each employee at least once per year.	Inspection and Documentation	\$500 per occurrence, per employee
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Certified Monitoring Reports	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 1.	Observation and monthly monitoring reports	\$100 per calendar day will be assessed until receipt of complete and accurate reports
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Payment of Less than the Required Living Wage	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 2	Observation and monthly monitoring reports	\$500 per occurrence
Contract: Paragraph 9.1.8	County's Living Wage Program – Use of Full-Time Employees	Contractor must comply with the requirements of Paragraph 9.1.8	Observation and monthly monitoring reports	\$500 per occurrence
SOW: Section 4.0	Quality Control	Contractor must comply with the requirements specified in Section 4.0	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.1	Quality Assurance Plan - Meetings	Contractor attendance at all required County meetings.	Inspection and Observation	\$200 per occurrence
SOW: Paragraph 6.2.1	Furnished Items - Keys/Access Cards/Remote Controls	Secure and maintain keys/access cards/remote controls. Contractor responsible for replacement/theft/loss.	Observation	Contractor pays for re-keying of facility due to lost key(s)/key card
SOW: Paragraph 6.2.2	Furnished Items – Alarm Codes	Properly arm the intrusion alarm and prevent false alarms	Observation	\$200 per occurrence plus cost of fines incurred
SOW: Paragraph 6.2.3	Furnished Items – Utilities	Contractor shall not use County peripherals for private use.	Inspection and Observation	\$100 per occurrence
SOW: Paragraph 6.2.5	Furnished Items – Storage	Secure and maintain County provided storage area.	Inspection and Observation	\$100 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-Section 6.3	Contractor – Contractor Project Manager	Provide a Contractor Project Manager accessible all hours 365 days/year. Notify Changes to County Contract Project Manager.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.4	Contractor - Personnel	Contractor must comply with the requirements of Sub-Section 6.4	Observation	\$200 per occurrence
SOW: Sub-Section 6.5	Uniforms and Identification Badges	Contractor must comply with the requirements specified in Sub-Section 6.5.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.6	Materials and Equipment	Contractor must comply with the requirements specified in Sub-Section 6.6.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.7	Training	Contractor must comply with the requirements specified in Sub-Section 6.7	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.8	Contractor's Office	Contractor must comply with the requirements specified in Sub-Section 6.8.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.9	Contractor's Damage	Contractor must comply with the requirements specified in Sub-Section 6.9.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.11	Facility Security	Contractor must comply with the requirements specified in Sub-Section 6.11.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 7.0	Hours/Days of Work	Contractor must to comply with the requirements of Section 7.0.	Inspection and Observation	\$200 per occurrence
SOW: Sub-Section 8.0	Work Schedules	Contractor must comply with the requirements specified in Section 8.0.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 9.6	Unanticipated Work - Call Back	100 % Completion of Required Services. Contractor must comply with Sub-Section 9.6.	Inspection and Observation	\$500 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 10.0	Sign-In Requirements	Contractor must comply with the requirements specified in Section 10.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 11.0	Specific Daily Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 11.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 12.0	Specific Weekly Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 12.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 13.0	Annual Scheduled Major Cleaning Services	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 13.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 14.0	Supply Requirements	Contractor must comply with the requirements specified in Section 14.0.	Inspection and Observation	\$100 per occurrence per facility

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

EXHIBIT B

PRICING SCHEDULE

PRICING SCHEDULE

FACILITY: Avalon Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>2.07</u> hours per week	<u>8.98</u> hours per month
Custodian:	<u>1</u>	<u>10.00</u> hours per week	<u>43.33</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>22.37</u>	\$ <u>89.46</u>
B CARPET (SOW 13.2)	4	\$ <u>16.77</u>	\$ <u>67.09</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>20.36</u>	\$ <u>61.09</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>10.18</u>	\$ <u>30.54</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>70.25</u>	\$ <u>140.49</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>13.57</u>	\$ <u>40.72</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>10.18</u>	\$ <u>30.54</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>13.58</u>	\$ <u>27.15</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>13.58</u>	\$ <u>27.15</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>17,570.62</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 67.58 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restroom supplies)

\$ 40.55 per day (use figures)

PRICING SCHEDULE

FACILITY: Bell Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>1.84</u> hours per week	<u>7.99</u> hours per month
Custodian:	<u>1</u>	<u>8.50</u> hours per week	<u>36.83</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

<u>II. MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>81.78</u>	\$ <u>327.10</u>
B. CARPET (SOW 13.2)	4	\$ <u>61.33</u>	\$ <u>245.30</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>74.45</u>	\$ <u>223.34</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>37.22</u>	\$ <u>111.67</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>256.82</u>	\$ <u>513.65</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>49.63</u>	\$ <u>148.90</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>37.22</u>	\$ <u>111.67</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>49.63</u>	\$ <u>99.26</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>49.63</u>	\$ <u>99.26</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>15,663.99</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 60.25 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, custodial supplies)

\$ 36.15 per day (use figures)

PRICING SCHEDULE

FACILITY: Bell Gardens Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>2.03</u>	hours per week	<u>8.80</u>
				hours per month
Custodian:	<u>1</u>	<u>9.75</u>	hours per week	<u>42.25</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$ 78.54</u>	<u>\$ 314.14</u>
B CARPET (SOW 13.2)	4	<u>\$ 58.90</u>	<u>\$ 235.58</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$ 71.50</u>	<u>\$ 214.49</u>
D CEILING/WALL VENTS (SOW 13.4)	3	<u>\$ 35.75</u>	<u>\$ 107.25</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$ 246.65</u>	<u>\$ 493.29</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$ 47.67</u>	<u>\$ 143.00</u>
G. FURNITURE (SOW 13.7)	3	<u>\$ 35.75</u>	<u>\$ 107.25</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$ 47.67</u>	<u>\$ 95.33</u>
I. CUBICAL WALLS (SOW 13.9)	2	<u>\$ 47.67</u>	<u>\$ 95.33</u>
TOTAL COST PER YEAR (Section I and II):		<u>\$</u>	<u>17,226.37</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 66.26 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 39.75 per day (use figures)

PRICING SCHEDULE

FACILITY: Florence Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>2.44</u>	hours per week	<u>10.56</u> hours per month
Custodian:	<u>1</u>	<u>12.25</u>	hours per week	<u>53.08</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>73.58</u>	\$ <u>294.30</u>
B CARPET (SOW 13.2)	4	\$ <u>55.18</u>	\$ <u>220.70</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>66.98</u>	\$ <u>200.95</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>33.49</u>	\$ <u>100.47</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>231.07</u>	\$ <u>462.14</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>44.66</u>	\$ <u>133.97</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>33.49</u>	\$ <u>100.47</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>44.66</u>	\$ <u>89.31</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>44.66</u>	\$ <u>89.31</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>20,642.42</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 66.16 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 39.70 per day (use figures)

PRICING SCHEDULE

FACILITY: Graham Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>2.17</u> hours per week	<u>9.42</u> hours per month
Custodian:	<u>1</u>	<u>10.50</u> hours per week	<u>45.50</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>83.68</u>	\$ <u>334.73</u>
B CARPET (SOW 13.2)	4	\$ <u>62.75</u>	\$ <u>251.02</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>76.18</u>	\$ <u>228.55</u>
D CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>38.09</u>	\$ <u>114.27</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>262.81</u>	\$ <u>525.62</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>50.79</u>	\$ <u>152.37</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>38.09</u>	\$ <u>114.27</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>50.79</u>	\$ <u>101.58</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>50.79</u>	\$ <u>101.58</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>18,418.02</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 59.03 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 35.42 per day (use figures)

PRICING SCHEDULE

FACILITY: Hawthorne Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>3.91</u>	hours per week	<u>16.93</u> hours per month
Custodian:	<u>1</u>	<u>22.25</u>	hours per week	<u>96.42</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>268.65</u>	\$ <u>1,074.60</u>
B. CARPET (SOW 13.2)	4	\$ <u>201.46</u>	\$ <u>805.86</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>244.58</u>	\$ <u>733.73</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>122.29</u>	\$ <u>366.86</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>843.71</u>	\$ <u>1,687.43</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>163.05</u>	\$ <u>489.15</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>122.29</u>	\$ <u>366.86</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>163.05</u>	\$ <u>326.10</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>163.05</u>	\$ <u>326.10</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>32,982.58</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 126.86 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 76.11 per day (use figures)

PRICING SCHEDULE

FACILITY: Holly Park IT Facility

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>1.30</u>	hours per week	<u>5.64</u>
				hours per month
Custodian:	<u>1</u>	<u>5.00</u>	hours per week	<u>21.67</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>102.08</u>	\$ <u>408.32</u>
B. CARPET (SOW 13.2)	4	\$ <u>76.55</u>	\$ <u>306.20</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>92.93</u>	\$ <u>278.80</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>46.47</u>	\$ <u>139.40</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>320.59</u>	\$ <u>641.17</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>61.95</u>	\$ <u>185.86</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>46.47</u>	\$ <u>139.40</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>61.95</u>	\$ <u>123.91</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>61.95</u>	\$ <u>123.91</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>11,109.25</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 35.61 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 21.36 per day (use figures)

PRICING SCHEDULE

FACILITY: Huntington Park Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>6.57</u> hours per week	<u>28.46</u> hours per month
Custodian:	<u>1</u>	<u>40.00</u> hours per week	<u>173.33</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$ 831.45</u>	<u>\$ 3,325.79</u>
B CARPET (SOW 13.2)	4	<u>\$ 623.51</u>	<u>\$ 2,494.06</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$ 756.94</u>	<u>\$ 2,270.81</u>
D CEILING/WALL VENTS (SOW 13.4)	3	<u>\$ 378.47</u>	<u>\$ 1,135.41</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$ 2,611.21</u>	<u>\$ 5,222.42</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$ 504.62</u>	<u>\$ 1,513.87</u>
G. FURNITURE (SOW 13.7)	3	<u>\$ 378.47</u>	<u>\$ 1,135.41</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$ 504.62</u>	<u>\$ 1,009.25</u>
I. CUBICAL WALLS (SOW 13.9)	2	<u>\$ 504.62</u>	<u>\$ 1,009.25</u>
TOTAL COST PER YEAR (Section I and II):		<u>\$</u>	<u>55,332.57</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 212.82 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 127.69 per day (use figures)

PRICING SCHEDULE

FACILITY: Lennox Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>4.46</u> hours per week	<u>19.31</u> hours per month
Custodian:	<u>1</u>	<u>25.50</u> hours per week	<u>110.50</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>150.38</u>	\$ <u>601.50</u>
B. CARPET (SOW 13.2)	4	\$ <u>112.77</u>	\$ <u>451.08</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>136.90</u>	\$ <u>410.70</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>68.45</u>	\$ <u>205.35</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>472.26</u>	\$ <u>944.53</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>91.27</u>	\$ <u>273.80</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>68.45</u>	\$ <u>205.35</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>91.27</u>	\$ <u>182.53</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>91.27</u>	\$ <u>182.53</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>37,590.28</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 120.48 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 72.29 per day (use figures)

PRICING SCHEDULE

FACILITY: Lennox Constituent Service Center (CSC)

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>2.15</u>	hours per week	<u>9.31</u>
				hours per month
Custodian:	<u>1</u>	<u>10.50</u>	hours per week	<u>45.50</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>73.89</u>	\$ <u>295.56</u>
B. CARPET (SOW 13.2)	4	\$ <u>55.41</u>	\$ <u>221.65</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>67.27</u>	\$ <u>201.81</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>33.63</u>	\$ <u>100.90</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>232.06</u>	\$ <u>464.12</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>44.85</u>	\$ <u>134.54</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>33.63</u>	\$ <u>100.90</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>44.85</u>	\$ <u>89.69</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>44.85</u>	\$ <u>89.69</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>18,206.17</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 70.02 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 42.01 per day (use figures)

PRICING SCHEDULE

FACILITY: Lloyd Taber-Marina Del Rey Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>2.55</u>	hours per week	<u>11.05</u> hours per month
Custodian:	<u>1</u>	<u>13.00</u>	hours per week	<u>56.33</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$ 113.50</u>	<u>\$ 454.00</u>
B CARPET (SOW 13.2)	4	<u>\$ 85.12</u>	<u>\$ 340.46</u>
C WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$ 103.33</u>	<u>\$ 309.99</u>
D CEILING/WALL VENTS (SOW 13.4)	3	<u>\$ 51.66</u>	<u>\$ 154.99</u>
E LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$ 356.46</u>	<u>\$ 712.91</u>
F WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$ 68.89</u>	<u>\$ 206.66</u>
G. FURNITURE (SOW 13.7)	3	<u>\$ 51.66</u>	<u>\$ 154.99</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$ 68.89</u>	<u>\$ 137.77</u>
I. CUBICAL WALLS (SOW 13.9)	2	<u>\$ 68.89</u>	<u>\$ 137.77</u>
TOTAL COST PER YEAR (Section I and II):		<u>\$</u>	<u>21,595.74</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 69.22 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 41.53 per day (use figures)

PRICING SCHEDULE

FACILITY: Maywood Cesar Chavez Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>1.79</u>	hours per week	<u>7.75</u>
				hours per month
Custodian:	<u>1</u>	<u>8.00</u>	hours per week	<u>34.67</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>51.78</u>	\$ <u>207.12</u>
B. CARPET (SOW 13.2)	4	\$ <u>38.83</u>	\$ <u>155.32</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>47.14</u>	\$ <u>141.42</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>23.57</u>	\$ <u>70.71</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>162.62</u>	\$ <u>325.23</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>31.43</u>	\$ <u>94.28</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>23.57</u>	\$ <u>70.71</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>31.43</u>	\$ <u>62.85</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>31.43</u>	\$ <u>62.85</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>15,187.33</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 48.68 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 29.21 per day (use figures)

PRICING SCHEDULE

FACILITY: View Park Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>2.48</u> hours per week	<u>10.73</u> hours per month
Custodian:	<u>1</u>	<u>12.50</u> hours per week	<u>54.17</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>108.83</u>	\$ <u>435.31</u>
B. CARPET (SOW 13.2)	4	\$ <u>81.61</u>	\$ <u>326.45</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>99.08</u>	\$ <u>297.23</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>49.54</u>	\$ <u>148.61</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>341.78</u>	\$ <u>683.56</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>66.05</u>	\$ <u>198.15</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>49.54</u>	\$ <u>148.61</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>66.05</u>	\$ <u>132.10</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>66.05</u>	\$ <u>132.10</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>20,960.16</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 80.62 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 48.37 per day (use figures)

PRICING SCHEDULE

FACILITY: Wiseburn Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>1.58</u> hours per week	<u>6.86</u> hours per month
Custodian:	<u>1</u>	<u>6.75</u> hours per week	<u>29.25</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES:	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$ 77.62</u>	<u>\$ 310.48</u>
B. CARPET (SOW 13.2)	4	<u>\$ 58.21</u>	<u>\$ 232.83</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$ 70.66</u>	<u>\$ 211.99</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>\$ 35.33</u>	<u>\$ 106.00</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$ 243.77</u>	<u>\$ 487.54</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$ 47.11</u>	<u>\$ 141.33</u>
G. FURNITURE (SOW 13.7)	3	<u>\$ 35.33</u>	<u>\$ 106.00</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$ 47.11</u>	<u>\$ 94.22</u>
I. CUBICAL WALLS (SOW 13.9)	2	<u>\$ 47.11</u>	<u>\$ 94.22</u>
TOTAL COST PER YEAR (Section I and II):		<u>\$</u>	<u>13,466.07</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 51.79 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 31.08 per day (use figures)

PRICING SCHEDULE

FACILITY: Woodcrest Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>2.66</u> hours per week	<u>11.55</u> hours per month
Custodian:	<u>1</u>	<u>13.75</u> hours per week	<u>59.58</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$ 113.34</u>	<u>\$ 453.36</u>
B. CARPET (SOW 13.2)	4	<u>\$ 85.00</u>	<u>\$ 339.98</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$ 103.18</u>	<u>\$ 309.55</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>\$ 51.59</u>	<u>\$ 154.78</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$ 355.95</u>	<u>\$ 711.91</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$ 68.79</u>	<u>\$ 206.37</u>
G. FURNITURE (SOW 13.7)	3	<u>\$ 51.59</u>	<u>\$ 154.78</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$ 68.79</u>	<u>\$ 137.58</u>
I. CUBICAL WALLS (SOW 13.9)	2	<u>\$ 68.79</u>	<u>\$ 137.58</u>
TOTAL COST PER YEAR (Section I and II):		<u>\$</u>	<u>22,549.06</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 86.73 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 52.04 per day (use figures)

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

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

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for custodial services at the County of Los Angeles Public Library Custodial Services - **Area 4** as identified in the attached specifications.

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

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

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR AREA 4:

\$ 28,208.39 per month (use figures)

ANNUAL CONTRACTOR FEE FOR EACH OF THE FOUR (4) CONTRACT YEARS OF AREA 4 (same amount for each year)

\$ 338,500.68 per year (use figures)

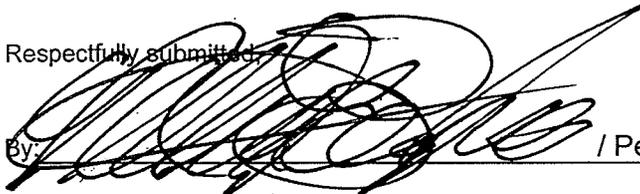
EMPLOYEE RATES:

Supervisors:	Minimum Hourly Wage : <u> \$16.00 </u>
Custodians:	Minimum Hourly Wage : <u> \$11.84 </u>
Other(<u> Floor Technician </u>):	Minimum Hourly Wage : <u> \$12.84 </u>

"CALL-BACK" RATE: \$25 per hour / 3 hr minimum

"ADDITIONAL/SPECIALTY AS-NEEDED SERVICES" RATES: See *Exhibit B - Pricing Schedule* of each facility (Library).

Respectfully submitted,

By:  / Peter Berghuis

 Chief Operations Officer
Title

 8/25/2015
Date

 PRIDE Industries One, Inc.
Firm or Corporation Name

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

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

PRIDE Industries One, Inc.

Contractor Name

10030 Foothills Blvd. Roseville, CA 95747

Address

91-1827109

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Peter Berghuis, Chief Operating Officer
 Authorized Official's Printed Name and Title

Authorized Official's Signature

10/5/15
 Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CUSTODIAL SERVICES

COUNTY PROJECT DIRECTOR:

Name: **Yolanda De Ramus**
Title: Acting County Librarian
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 840-8412 Facsimile: (562) 803-3032
E-Mail Address: yderamus@library.lacounty.gov

COUNTY PROJECT MANAGER:

Name: **Elsa Muñoz**
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8450 Facsimile: (562) 803-0330
E-Mail Address: emunoz@library.lacounty.gov

COUNTY PROJECT MONITOR:

Name: **Gilbert A. Garcia**
Title: Contracts Services Coordinator
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8478 Facsimile: (562) 803-0016
E-Mail Address: ggarcia@library.lacounty.gov

COUNTY PROJECT ANALYST:

Name: Leticia Isunza, Contract Analyst
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8485 Facsimile: (562) 803-0016
E-Mail Address: lisunza@library.lacounty.gov or
contractservices@library.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: PRIDE Industries One, Inc.

CONTRACT NO: All Areas – County of Los Angeles Public Libraries

CONTRACTOR'S PROJECT MANAGER:

Name: Jeremiah Goldberg

Title: Senior Regional Manager

Address: 7436 Bandini Boulevard

Commerce, CA 90040

Telephone: (626) 436-4793

Facsimile: (323) 597-1027

E-Mail Address: jeremiah.goldberg@prideindustries.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Peter Berghuis

Title: Senior Vice President

Address: 10030 Foothills Boulevard M/S 13

Roseville, CA 95747

Telephone: (916) 788-2312

Facsimile: (916) 788-2565

E-Mail Address: peter.berghuis@prideindustries.com

Name: Gina DeBernardi

Title: Director of Contracts

Address: 10030 Foothills Boulevard M/S 13

Roseville, CA 95747

Telephone: (916) 788-2344

Facsimile: (916) 788-2565

E-Mail Address: gina.debernardi@prideindustries.com

Notices to Contractor shall be sent to the following:

Name: PRIDE Industries One, Inc. Jeremiah Goldberg

Title: Contracts Dept M/S 13 Senior Regional Manager

Address: 10030 Foothills Boulevard 7436 Bandini Boulevard

Roseville, CA 95747 Commerce, CA 90040

Telephone: (916) 788-2362 (626) 436-4793

Facsimile: (916) 788-2565 (323) 597-1027

E-Mail Address: laurel.petersen@prideindustries.com jeremiah.goldberg@prideindustries.com

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: PRIDE Industries One, Inc. _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

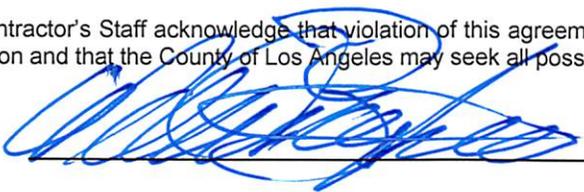
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

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

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

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

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

SIGNATURE:  _____

DATE: 10 / 5 / 2015

PRINTED NAME: Peter Berghuis

POSITION: Chief Operating Officer

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

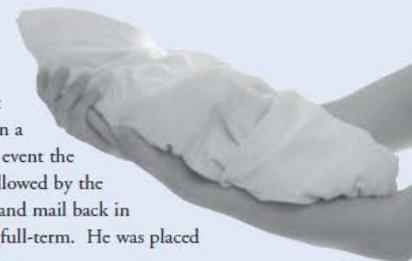
What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

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



How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

LIVING WAGE ORDINANCE

Sections:**2.201.010 - Findings.****2.201.020 - Definitions.****2.201.030 - Prospective effect.****2.201.040 - Payment of living wage.****2.201.050 - Other provisions.****2.201.060 - Employer retaliation prohibited.****2.201.070 - Employee retention rights.****2.201.080 - Enforcement and remedies.****2.201.090 - Exceptions.****2.201.100 - Severability.****2.201.010 - Findings.**

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

(Ord. 2007-0011 § 1, 2007; 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

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Chapter 2.201 LIVING WAGE PROGRAM

- 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.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business.
(Ord. 2007-0011 §2, 2007: 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. ^[152] 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.)

2.201.040 - Payment of living wage.

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

(Ord. 2007-0011 § 3, 2007: 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 Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive 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. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.*)

2.201.060 - Employer retaliation prohibited.

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

2.201.070 - Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.
(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or

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- D. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.
(Ord. 2007-0011 § 4, 2007: 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.)

FOOTNOTE(S):

⁽¹⁵²⁾ **Editor's note**— Ordinance 99-0048, which enacted Ch.2.201, is effective on July 22, 1999.

EXHIBIT K

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS



EXHIBIT K

**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 reports. Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign this form before submitting.

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

(1) Name: Contractor Subcontractor 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 & Last 4 digits of SSN	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (18x19)
		1	2	3	4	5						
1												
2												
3												
4												
5												

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. Print Authorized Name:	Total (This Page)	0	0	0	0	0	0		0		0	0
	Grand Total (All Pages)											

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

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

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
indirectly, from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended
(48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 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:
Date:
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 CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT M

CALIFORNIA LABOR CODE SECTIONS 1060-1065

LABOR CODE

SECTION 1060-1065

1060. The following definitions shall apply throughout this chapter:

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

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

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

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

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

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

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

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

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

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

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

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

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

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

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

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

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT N

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
- 3. A purchase made through a state or federal contract;
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
- 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT O

FACILITIES MAINTENANCE COST

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

FACILITIES MAINTENANCE COST

Library Facilities	Annual Amount	Monthly Amount
Avalon	\$17,570.64	\$1,464.22
Bell	\$15,663.96	\$1,305.33
Bell Gardens	\$17,226.36	\$1,435.53
Florence	\$20,642.40	\$1,720.20
Graham	\$18,417.96	\$1,534.83
Hawthorne	\$32,982.60	\$2,748.55
Holly Park IT Facility	\$11,109.36	\$925.78
Huntington Park	\$55,332.60	\$4,611.05
Lennox	\$37,590.24	\$3,132.52
Lennox Constituent Service Center	\$18,206.16	\$1,517.18
Marina Del Rey	\$21,595.80	\$1,799.65
Maywood	\$15,187.32	\$1,265.61
View Park	\$20,960.16	\$1,746.68
Wiseburn	\$13,466.04	\$1,122.17
Woodcrest	\$22,549.08	\$1,879.09
Total	\$338,500.68	\$28,208.39

**CUSTODIAL SERVICES
AREA 5**



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LINCOLN TRAINING CENTER

FOR

CUSTODIAL SERVICES

AREA 5

78448

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FACILITIES MAINTENANCE COST

- O FACILITIES MAINTENANCE COST

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LINCOLN TRAINING CENTER
FOR
CUSTODIAL SERVICES – AREA 5**

This Contract (“Contract”) made and entered into this 1st day of December, 2015 by and between the County of Los Angeles, hereinafter referred to as County and **Lincoln Training Center**, hereinafter referred to as “Contractor”. **Lincoln Training Center** is located at 2643 Loma Avenue, South El Monte, CA 91733.

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

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

Unique Exhibits:

Prop A - Living Wage Program

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

Displaced Janitor Opportunity Act

- 1.13 EXHIBIT M – California Labor Code Sections 1060-1065

Defaulted Property Tax Reduction Program

- 1.14 EXHIBIT N – Defaulted Property Tax Reduction Program

Facilities Maintenance Cost

- 1.15 EXHIBIT O – Facilities Maintenance Cost

2.0 DEFINITIONS

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

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

- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Contract Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Contract Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **County Librarian:** Head of the County of Los Angeles Public Library
- 2.8 **Day(s):** Business day(s) unless otherwise specified.
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1 and ending the following June 30.
- 2.10 **Public Library:** County of Los Angeles Public Library.
- 2.11 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be four (4) years commencing upon execution by the County's Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County will have the sole option to extend this Contract term for up to **one (1)** additional one-year period and **six (6)** month-to-month extensions for a maximum total Contract term of **five (5)** years and **six (6)** months. Each such option and extension will be exercised at the sole discretion of the County Librarian, or his/her designee, as authorized by the Board.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor will notify the Public Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to the County Contract Project Manager at the address herein provided in Exhibit E - County's Administration. The Contractor, in said notification, will make the County aware of its intent to exercise the applicable option year or month-to-month extensions.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit C - Contractor's Proposed Schedule, and will not exceed Four Hundred Ninety-Seven Thousand Eight Hundred Seventy-Three Dollars and Sixty-Four Cents (**\$497,873.64**) for each year of this Contract, except as set forth in Sub-section 8.1 – Amendments. The maximum contract sum is comprised of the Contractor's annual fee of (**\$452,612.40**), and an annual estimate for unanticipated work of (**\$45,261.24**) for as-needed custodial services as authorized in Section 9.0, Unanticipated Work, of the Statement of Work.
- 5.2 The Contractor will be paid the monthly Contract fee of Thirty-Seven Thousand Seven Hundred Seventeen Dollars and Seventy Cents (**\$37,717.70**), and will not exceed Four Hundred Fifty-Two Thousand Six Hundred Twelve Dollars and Forty Cents (**\$452,612.40**) for each year of this Contract.
- 5.3 The use of the maximum contract sum for any unanticipated work is not guaranteed by the County, and is contingent upon the Public Library's adopted budget and needs.
- 5.4 The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of

same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will not occur except with the County's express prior written approval.

5.5 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor will send written notification to County Contract Project Manager at the address herein provided in Exhibit E – County's Administration.

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

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

5.7 **INVOICES AND PAYMENTS**

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

5.7.2 The Contractor's invoices will be priced in accordance with Exhibit B – Pricing Schedule, Exhibit C – Contractor's Proposed Schedule, and Exhibit O – Facilities Maintenance Cost.

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

- 5.7.4 The Contractor will submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A – Living Wage Program:

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

- **Exhibit K – Monthly Certification for Applicable Health Benefit Payments** (if applicable)
- **Exhibit L – Payroll Statement of Compliance**

- 5.7.5 All invoices under this Contract will be submitted to the County Contract Project Manager and/or the County Contract Project Monitor at the physical or electronic address herein provided in Exhibit E – County’s Administration.

5.7.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Contract Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 5.7.7 The County may deduct from the payment, amounts assessed which may include but not limited to, liquidated damages, replacement cost of services, cost for damages to County equipment and/or facilities or any other offset in accordance with the terms and conditions of this Contract.

- 5.7.8 The Contractor will be paid approximately forty-five (45) days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County’s Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT PROJECT DIRECTOR

The role of the County Contract Project Director may include:

- coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event will Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 COUNTY CONTRACT PROJECT MANAGER

The role of the County Contract Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- approving call-back services as provided herein.

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

6.3 COUNTY CONTRACT PROJECT MONITOR

The role of the County Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County Contract Project Monitor reports to the County Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 CONTRACTOR PROJECT MANAGER

- 7.1.1 The Contractor Project Manager is designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County Contract Project Manager and County Contract Project Monitor on a regular basis.

7.1.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry to include but not limited to; overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

7.2 APPROVAL OF CONTRACTOR'S STAFF

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

The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and Public Library, at any time during the term of this Contract.

7.2.1 Contractor staff removed pursuant to this Sub-section will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

7.3.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor personnel must immediately comply with such request.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.4 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

- 7.5.1 The Contractor will maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment will be prepared and executed by the Contractor and by the Board, for the exceptions that (a) the Term of the Contract was not otherwise authorized by section 4.0 and (b) the County Librarian is expressly authorized to increase the contract sum set forth in Section 5.0, Contract Sum, not to exceed ten percent (10%) of the total annual contractor's fee, originally approved by the Board, for a particular contract year, due to changes to the number or size of facilities or days of services pursuant to Paragraph 8.1.4 and to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee. Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and

executed by the Contractor and by the Contractor and by the County Librarian, or his/her designee.

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

8.2 ASSIGNMENT AND DELEGATION

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

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor will preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses will be sent to the County Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 8.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor

for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH DISPLACED JANITOR OPPORTUNITY ACT

This Contract is subject to the provisions of California Labor Code Section 1060-1065: Chapter 4.5 Displaced Janitors Opportunity Act because it is a Contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002. A copy is provided in Exhibit M - California Labor Code Sections 1060-1065.

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

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

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

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the

Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.10 CONFLICT OF INTEREST

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

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

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors will report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality,

fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

8.13.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

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

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

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the

County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

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

8.21 FORCE MAJEURE

8.21.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such

failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.21.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

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

8.23.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages,

unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.23.4 The Contractor will adhere to the provisions stated in Sub-section 7.5 - Confidentiality.

8.24 INDEMNIFICATION

The Contractor will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.25 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates will be provided to the County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements will be sent to the County Contract Project Manager at the physical or electronic address herein provided in Exhibit E – County's Administration.

Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also will promptly notify the County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.25.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively the County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents

additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.25.3 Cancellation of or Changes in Insurance

Contractor will provide the County with, or the Contractor's insurance policies will contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.25.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.25.5 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.25.6 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to the Contractor. Any County maintained

insurance or self-insurance coverage will be in excess of and not contribute to any Contractor coverage.

8.25.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.25.8 Sub-Contractor Insurance Coverage Requirements

The Contractor will include all Sub-Contractors as insureds under Contractor's own policies, or will provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor will be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and will require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor will obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.25.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. The Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.25.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the

underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 Separation of Insureds

All liability policies will provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.25.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents will be designated as an Additional Covered Party under any approved program.

8.25.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.26 INSURANCE COVERAGE

8.26.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.26.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased

employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form will be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.27 LIQUIDATED DAMAGES

- 8.27.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.27.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars (\$200) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Exhibit 2, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all

deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in sub-paragraph 8.27.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This sub-paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.27.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 MOST FAVORED PUBLIC ENTITY

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

8.29 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

8.29.2 The Contractor will certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

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

- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.29 when so requested by the County.
- 8.29.7 If the County finds that any provisions of this sub-paragraph 8.29 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON-EXCLUSIVITY

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

8.31 NOTICE OF DELAYS

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

8.32 NOTICE OF DISPUTES

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

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.35 NOTICES

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

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that,

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

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

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

- The Contractor will develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the

prior written consent of the County Contract Project Director.
The County will not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.38 will apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.39 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract,

representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.39.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this sub-section relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information will be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.40 RECYCLED BOND PAPER

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

8.41 SUBCONTRACTING

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

8.41.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:

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

8.41.3 The Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.41.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.41.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.41.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.

8.41.7 The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their

officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.41.8 The Contractor will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor will ensure delivery of all such documents to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

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

8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as will not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.39, Record Retention AND Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

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

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

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.44, or that the default was excusable under the provisions of Paragraph 8.44.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-section 8.43 - Termination for Convenience.

8.44.5 The rights and remedies of the County provided in this Sub-section 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.46 TERMINATION FOR INSOLVENCY

8.46.1 The County may terminate this Contract forthwith in the event of

the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this Sub-section 8.46 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, will fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances will not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.50 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

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

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

8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to the County under any other provision of this contract, failure of the Contractor to cure

such default within 10 days of notice will be grounds upon which the County may terminate this contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.54 TIME OFF FOR VOTING

The Contractor will notify its employees, and will require each Sub-contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors will keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

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

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

2. For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of

“Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 **Contractor’s Submittal of Certified Monitoring Reports**

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

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

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

9.1.5 County Auditing of Contractor Records

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

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this subsection, the County will have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified

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

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future

County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the

- federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
 3. The Contractor will not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

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

9.2 **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

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

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

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

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

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By *Anta*
Deputy

CONTRACTOR: Lincoln Training Center

Name

By *[Signature]*
Name
Exec VP
Title



COUNTY OF LOS ANGELES

By *Mike Antonovich*
MICHAEL. D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer
of the Board of Supervisors

By *Anta*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

- 3 1

DEC 0 1 2015

APPROVED AS TO FORM:

MARY WICKHAM
Interim County Counsel

By *[Signature]*
JILL M. JONES
Deputy County Counsel

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

78448

**CONTRACT FOR
CUSTODIAL SERVICES**

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STATEMENT OF WORK (SOW)

CUSTODIAL SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor will provide daily custodial services for the public and staff areas of the County of Los Angeles Public Library (Public Library) facilities identified in Attachment I, Service Locations and Hours of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for Contractor's performance under this Contract. Custodial services include, but are not limited to, offices, conference/meeting rooms, lobbies, corridors, elevators, restrooms, lunchrooms and light maintenance of the exterior, such as exterior trash receptacles, visible trash in parking lots and cleaning of entryways. Scheduled Major Cleaning Services include, but are not limited to, carpet cleaning, tile strip and wax and window washing. The Contractor will also perform Unanticipated Work as described in Section 9.0 – Unanticipated Work of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County and will be considered completed upon successful inspection.

2.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2.0 – Definitions of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

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

3.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities, in facility size or days of service for facilities listed in Attachment I – Service Locations and Hours of the SOW. Due to budget considerations, the days and hours open may vary throughout the Contract term. The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per additional facility. This cost estimate will not exceed the cost to provide custodial services for similar sized library facilities being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein.

3.2 All changes must be made in accordance with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract.

The County Librarian, or his/her designee, has the authority to sign the amendment for the County, consistent with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract. All terms in the current Contract will extend to any library facility added by the Amendment.

4.0 QUALITY CONTROL

The Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County Contract Project Monitor for review within ten (10) days of Contract award. The Plan will include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met.
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be kept and provided to the County upon request.
- 4.3 The Contractor will maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints will be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8.0 – Standard Terms and Conditions; Sub-section 8.16 – County's Quality Assurance Plan of the Contract.

5.1 MEETINGS

The Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day. Failure to attend a monthly scheduled meeting will result in an assessment of Two-Hundred Dollars (\$200.00). Refer to the SOW Exhibits, Exhibit 2 – Performance Requirements Summary (PRS).

5.2 ANNUAL EVALUATION

The County or its agents will evaluate the Contractor's performance under the Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The report will include improvement/corrective action measures taken by the Contractor in response to this evaluation.

Contractor deficiencies which the County determines as severe or continuing and that may place performance of the Contract in jeopardy if not corrected may be reported to the Board. If improvement does not occur consistent with corrective action measures, the County may terminate the Contract or impose other penalties as specified in the Contract.

5.3 CONTRACT DISCREPANCY REPORT

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

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

5.4 COUNTY OBSERVATIONS

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

6.0 RESPONSIBILITIES

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

COUNTY

6.1 PERSONNEL

The County will administer the Contract according to Section 6.0 – Administration of Contract – County of the Contract. Specific duties will include:

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

6.2 FURNISHED ITEMS

6.2.1 Keys/Access Cards/Remote Controls

The County will provide two (2) sets of keys/access cards/remote controls, at no cost to the Contractor, for the library facilities to be serviced. The Contractor will acknowledge receipt of the keys/access cards/remote controls, accepting full responsibility. Contractor employees are to use keys/access cards/remote controls only in the carrying out of contracted services. All such keys/access cards/remote controls are property of the County and will be returned to the County Contract Project Manager, within five (5) business days of the termination of the Contract.

If additional sets are needed the Contractor will submit a request in writing to the County Contract Project Manager. At no time are the keys to be duplicated by the Contractor.

Any lost or damaged keys/access cards/remote controls will be replaced by the County at the expense of the Contractor.

6.2.2 Alarm Codes

The Contractor may be issued intrusion alarm codes to the library facilities to be serviced. The Contractor accepts full responsibility for the security of the alarm codes and will provide codes only to its employees as required to provide custodial services in accordance with the Contract.

Instructions for the use of intrusion alarms will be provided by the County. If it is determined that the Contractor's employee fails to arm the intrusion alarm or is responsible for a false alarm, liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.3 Utilities

The County will provide all utilities including gas, electricity and water. The County will be responsible for maintenance and repairs of the same. Contractor employees are to use utilities only in the carrying out of the contracted services and at no time are the utilities to be used for personal use. The Contractor will notify the County by calling the Los Angeles County Operator at (213) 974-1234, to report any concerns, problems or damage immediately upon discovery.

6.2.4 Materials and Equipment

The County does not make telephones, computers, faxes, copiers or any County peripherals available for the use of the Contractor's

employees. Any such misuse of County property will result in the assigned Contractor employees' immediate removal from working on the Contract and liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.5 Storage Area

The County will provide a storage area to the Contractor as determined by the County, when available. The County does not guarantee exclusive use of this storage area. The Contractor is prohibited from use of said storage area or any other County property for conducting business interests that are not related to or required by the specified library facility. The Contractor will maintain the storage area in a clean and orderly manner; this includes supply boxes and equipment.

CONTRACTOR

6.3 CONTRACTOR PROJECT MANAGER

6.3.1 The Contractor will provide a full-time Contractor Project Manager or designated alternate. The Contractor will provide a telephone number where the Contractor Project Manager may be reached all hours, 365 days per year.

6.3.2 The Contractor Project Manager will act as a central point of contact with the County.

6.3.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

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

6.4 PERSONNEL

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

6.4.2 The Contractor will assign one (1) supervisor exclusive to each Contract Area to monitor and inspect the employees and their performance.

6.4.3 The Contractor will be required to background check their employees as set forth in Section 7.0 – Administration of Contract –

Contractor, Sub-section 7.4 – Background and Security Investigations of the Contract and Paragraph 6.4.6 of this Sub-section.

- 6.4.4 The Contractor will ensure that **only** personnel assigned to the Contract or specialty crew are permitted in the library facilities at all times. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.
- 6.4.5 The County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. The County has the right to approve or disapprove the Contractor's employees as set forth in Sub-section 7.2 – Approval of Contractor's Staff of the Contract.
- 6.4.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.4.7 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the Contract.
- 6.4.8 The Contractor's employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.5 **UNIFORMS AND IDENTIFICATION BADGES**

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

6.5.2 The Contractor will ensure that its employees are appropriately identified as set forth in Sub-section 7.3 – Contractor’s Staff Identification of the Contract.

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

6.5.4 The Contractor may be assessed liquidated damages for failure to comply with Uniform and Identification Badges. Refer to the SOW Exhibits, Exhibit 2 – PRS.

6.6 **MATERIALS AND EQUIPMENT**

6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.

6.6.2 All cleaning materials must be labeled in accordance with State of California Cal OSHA standards.

6.6.3 The Contractor is required to keep all equipment used to maintain the library facilities in a safe and operable manner. The Contractor must check all equipment daily for safety.

6.6.4 The Contractor is obligated to provide all Safety Data Sheets (SDS) for all chemicals utilized in the cleaning process. All SDS will be stored in each custodial closet at each library facility. It is the responsibility of the Contractor to monitor the accuracy of each SDS and to replace them immediately with the most current information when products are replaced. Failure to provide all SDS during the term of the Contract may result in liquidated damages.

6.7 **TRAINING**

6.7.1 The Contractor will provide training programs to all Contractor employees assigned to this Contract on the duties and responsibilities of this SOW.

6.7.2 On their first day of assignment, the Contractor will provide the Contractor employee with training and orientation regarding the assigned library facility, including, but not limited to entry alarms, doors, work requirements, cleaning techniques and restrictions.

6.7.3 The Contractor will provide continuing education training annually to all employees assigned to this Contract to ensure knowledge of duties and responsibilities.

6.7.4 The Contractor will provide training to all Contractor employees regarding their required tasks and the safe handling of equipment.

6.7.5 The Contractor must provide proof of training to the County upon completion of initial assignment and annually thereafter. Proof of training must include a list of subjects trained and a signature from the employee acknowledging training and understanding. All company training records, including course materials, must be available for inspection at the request of the County.

6.8 CONTRACTOR'S OFFICE

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

6.8.1 Business Hours

The Contractor's office will be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquiries and complaints. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.8.2 After-Hours

When the Contractor's office is closed, the Contractor Project Manager's after-hours number will be utilized to address inquiries and complaints. If voicemail is utilized, the Contractor Project Manager must respond within fifteen (15) minutes of the initial call. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.9 CONTRACTOR'S DAMAGE

The Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees. All repairs will be performed by the County and the Contractor will reimburse the County for the value of the repair.

6.10 EMERGENCY PROCEDURES

The Contractor will immediately report any emergency situation such as vandalism, broken water pipes, windows, doors, etc., by calling the Los Angeles County Operator at (213) 974-1234.

6.11 FACILITY SECURITY

It is the responsibility of the Contractor to ensure that facilities are secured at all times. Failure to properly secure a facility will result in liquidated damages and other damages suffered by and or available to the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

7.0 HOURS/DAYS OF WORK

Hours of custodial services are to be performed at the close of each library facility's work day between one (1) hour after library closes and up to one (1) hour before the library opens, as described in Attachment I, Service Locations and Hours of the SOW. Exceptions to this requirement are noted in Attachment V, Special Work Requirements of the SOW.

Contractors are not required to work on County-recognized holidays or days of library facility closure. The Contractor may perform special or periodic cleaning on these days, but will be required to receive prior approval by the County Contract Project Manager. The County will provide a list of County-recognized holidays upon commencement of the Contract.

8.0 WORK SCHEDULES

8.1 The Contractor will submit a work schedule for each library facility to the County Contract Project Manager within fifteen (15) business days prior to the start of the Contract. The schedules will list the employees assigned, hours and days to work. Schedules will be adhered to at all times unless the County is otherwise notified of a change.

8.2 The Contractor will submit revised schedules when changes to staff occur. Said revisions will be submitted to the County Contract Project Manager for review and approval within five (5) business days prior to scheduled time for work.

9.0 UNANTICIPATED WORK

9.1 The County Contract Project Director or his/her designee may authorize, in writing, the Contractor to perform unanticipated work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of Nature, and third party negligence; or to add to, modify or refurbish existing library facilities.

9.2 The Contractor will prepare and submit a written description of the work with an estimate of labor and materials prior to performing any unanticipated work. If immediate action is needed, a verbal authorization from the County Project Director or his/her designee, with a written follow-up, can be given to perform unanticipated work. A written description of the work completed with a cost of labor and materials must be submitted within three (3) business days to the County.

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

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

9.5 **ADDITIONAL/SPECIALTY AS-NEEDED SERVICES**

The Contractor will provide “Additional/Specialty As-Needed Services” for all library facilities upon request. These services may fall under the following categories: (1) Post-Construction cleaning; (2) Special Event cleaning; (3) Reduced Services, (4) Special Event Porter Services and (5) Additional Major Cleaning Services, as listed in Section 13.0 – Scheduled Major Cleaning Services of the SOW. The County Contract Project Monitor will provide a Statement of Work specific to the request category and the Contractor is to provide a price quote within five (5) business days. Approval of the quote is required prior to the commencement of services.

Price quotes for Additional Major Cleaning Services will be based on, Exhibit B – Pricing Schedule.

9.6 **CALL BACK**

Call Backs are as-needed work outside of the normal contractual duties brought on by an event, accidental or intentional, or by a failure of the contractor to perform their duties and which require immediate mitigation. Examples of custodial related call backs, include but not limited to, urine, feces, vomit, blood, sewage, spilled food/beverages, and/or vandalism.

The Contractor must have capabilities for call back requests. The Contractor **must** respond to call back requests within two (2) hours of notification. The Contractor will submit an invoice for the total actual hours spent by the Contractor to address the situation, including actual service time and actual travel time, and based on the hourly ‘call back’ rate specified in Exhibit C - Contractor’s Proposed Schedule. In the event the Contractor does not respond to a ‘call back’ request within the time specified herein, but nevertheless completes the work, then the Contractor will be paid for the ‘call back’ at the regular employee hourly rate instead of the ‘call back’ rate specified in the Contractor’s Proposed Schedule. Upon completion of a ‘call back’ requested service, the Contractor must notify the County Contract Project Monitor.

- 9.6.1 For Call Back Services involving Bloodborne Pathogens (BBP) contractors will provide BBP services in accordance with the Occupational Safety and Health Administration’s (OSHA) Bloodborne pathogen Standard under Title 29 of the Code of Federal Regulations. BBP services will only be provided by employees trained and certified through a program designed to meet the requirements of OSHA. A list of certified employees and their certificates must be provided to the Public Library within ten (10) days of the start of the Contract.

- 9.6.2 Utilizing the **Custodial Call Back Request Slip** (Attachment III) the Contractor employee must sign-in upon arrival and sign-out when the 'call back' work is completed and/or upon departure. The library facility staff signs the form to confirm and approve the times. Upon completion of the work, the library facility staff will inspect and approve the work, then they will forward the Custodial Call Back Request Slip to the County Contract Project Monitor.

10.0 SIGN-IN REQUIREMENTS

All Contractor employees are required to sign-in upon arrival and sign out at departure, with an ink pen, at each Public Library facility. This includes, but is not limited to custodians, special cleaning crews, supervisors and quality control monitors. A Custodial Services Employee Sign-In/Sign-Out Log (Attachment IV) is provided at each library facility and must be kept in the custodial closet. Contractor employees must sign in and out with the actual date and time the library facility was entered/exited.

11.0 SPECIFIC DAILY WORK REQUIREMENTS

All assignments listed below are to be completed **daily**. The Contractor is responsible to evaluate and monitor the use of consumable supplies and provide sufficient supplies, such as, paper towels, toilet paper, and soap, etc. for the next day.

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

The Contractor's employees must remove all trash from the building and dispose of into proper receptacles (replace lock if applicable). If a recycling program is established, remove all recyclable materials from the designated recycle receptacles (not personal work spaces) and dispose of into proper exterior receptacles (replace lock if applicable).

The Contractor's employees are responsible for turning off all lights and securing the facilities after services are provided.

11.1 RESTROOMS (STAFF AND PUBLIC)

- Clean entry doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean and polish entry door push plates, knobs and kick plates.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.

- Clean mirrors, including chrome-finished edges, to remove spots, smudges and leave streak-free, including the removal of hard water stains and deposits.
- Clean all exposed pipe fixtures including the removal of hard water stains and deposits.
- Clean and sanitize all dispensers; soap, paper towel, toilet seat cover and toilet paper.
- Clean and sanitize all toilet seats, bowls, bases, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean and sanitize the exterior and interior surfaces of the baby-changing tables.
- Clean, sanitize and polish all handrails.
- Clean and sanitize urinals, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean stall partitions, supports, bases, doors (inside and out), latches/knobs to remove dirt, marks, fingerprints, smudges, splashes, etc.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, etc. leaving surface free of cleaning product residue and discoloration.
- Refill all dispensers; soap, paper towel, toilet seat cover, feminine products, toilet paper, baby-changing table liners, and hand sanitizer.
- Sweep, wet mop and disinfect all floors, leaving baseboards and walls free of splashes and/or marks from cleaning equipment/products.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.

11.2 MAIN LIBRARY (INTERIOR), WORKROOMS, AND MEETING ROOMS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.

- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, paper towel.
- Refill all dispensers; soap (with dish soap), paper towel, and hand sanitizer.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.

- DO NOT disturb any paperwork on top of desk or surrounding floors or tables.

11.3 LUNCH ROOM AND LOUNGE

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Note: Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.

- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface
- Remove graffiti from all surfaces where found (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)
- Clean and sanitize the exterior surfaces of the refrigerator, stove/range, microwave, toaster, and toaster oven.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, and paper towel.
- Refill all dispensers; soap (with dish soap), paper towel and hand sanitizer.

11.4 LOBBIES AND CORRIDORS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. (Note: Emergency Exit doors must not be opened to prevent alarms from sounding.)
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms,

fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.

- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.5 ELEVATORS

- Clean and sanitize panels and handrails to remove dirt, marks, fingerprints, smudges, splashes and spots.
- Clean all doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners and any other hard to reach areas.
- Spot clean all carpeted areas, using the most appropriate method to completely remove the spot/stain without damaging the surface.

- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.6 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Clean all exterior book drop containers and wall-mount deposit doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior wall-mount mail-drop doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior signs and plaques to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Empty and clean the exterior surfaces of the exterior trash receptacles and replace plastic liners.
- Empty and clean the exterior cigarette urns.
- Sweep the library entry area to a reasonable location; collect and dispose of swept dirt, debris, etc.
- Sweep the library loading dock and side/rear staff entrances; collect and dispose of swept dirt, debris, etc.
- Sweep and dispose of all trash in the library exterior patio/lunch area; collect and dispose of swept dirt, debris, etc.
- Clean all tables and chairs, including top, base, legs and cross supports to remove dust, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Locate and dispose of all trash in the parking lot, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.
- Locate and dispose of all trash in the loading dock, side/rear staff entrances, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.

11.7 SPECIAL INSTRUCTIONS

- Special daily work requirements for individual libraries, i.e. artwork, special furniture, etc., are identified in Attachment V, Special Work Requirements of the SOW.

12.0 SPECIFIC WEEKLY WORK REQUIREMENTS

All assignments listed below are to be completed **weekly**. The Contractor's employees are required to use all appropriate cleaning materials to complete their assignments and clean all work areas after completion of assignments.

Within five (5) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written weekly schedule for each library facility. This list will list the day of the week each weekly service will be completed.

12.1 MAIN LIBRARY (INTERIOR) AND MEETING ROOMS

- Clean and remove all visible cobwebs up to 12 feet
- Dust window blinds and shades
- Clean all baseboards
- Clean and sanitize handrails
- Sweep all steps
- Dust all surfaces (6 feet and above)

NOTE: It is the responsibility of the Contractor to provide appropriate equipment (i.e., ladders) to the Contractor employees.

12.2 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Hose down sidewalks, steps, walkways, stairs, loading docks, entry and patio areas of the building
(Area includes up to the property line and/or the public sidewalk)

12.3 SPECIAL INSTRUCTIONS

- Special weekly work requirements for individual libraries are identified in Attachment V, Special Work Requirements of the SOW.

13.0 SCHEDULED MAJOR CLEANING SERVICES

The Contractor is required to be familiar with all surfaces to be cleaned and the appropriate cleaning equipment and materials necessary to complete these services.

Within fifteen (15) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written Major Cleaning Services Schedule for each library facility. This schedule will list the month, week and day that each Major Cleaning Service will be performed. Failure to provide the schedule may result in liquidated or other damages. Refer to the SOW Exhibits, Exhibit 2 – PRS.

This schedule is used to notify library locations of upcoming major cleaning services which may require action by the library staff, i.e., removal of boxes from floor, movement of furniture or personal items. The schedule must be followed and if a cleaning is to be re-scheduled, a notification of at least five (5) business days must be given. Failure to provide this notification may result in liquidated damages. In addition, failure to perform major cleaning services on the date scheduled may also result in liquidated damages. Correction of this failure to clean must be accomplished within ten (10) business days of the original

scheduled date, unless otherwise instructed by the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

Upon completion of the cleaning the Contractor employee will leave the **Custodial Services Major Cleaning Monitoring Report** form (Attachment II) on the circulation desk of the library serviced. Failure to leave this document will constitute a failure to perform the cleaning service and will result in the same action as stated above.

All completed services will be evaluated, rated and approved by the Public Library facility staff. Confirmation of services **will not** be acknowledged by the County until a signed copy, approving the work, is received by the County Contract Project Monitor. If services are rated as Unsatisfactory or Not Done, the Contractor is obligated to provide the corrective service by a date agreed upon by the County and the Contractor. The corrective service must be done within the same frequency period in which the Unsatisfactory or Not Done rating occurred. Liquidated damages may apply if the corrective service is not performed by the dated agreed upon and/or within the frequency period. The assessment of liquidated damages does not relieve the Contractor from their responsibility for the corrective service. Refer to the SOW Exhibits, Exhibit 2 – PRS.

NOTE: Contractor employees must clean all work areas before and after and return the library to its original condition after completion of assignments.

13.1 FLOORS

- Strip and wax or seal floors every three (3) months (four times a year)
- Degrease and remove chemical spills from areas surrounding all photocopy machines
- Strip and clean thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- Wax or seal and buff thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- For floors where stripping, waxing or sealing is not indicated, a deep cleaning will be performed
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.2 CARPET

- Shampoo carpet and area rugs every three (3) months (four times a year)
- Degrease and remove chemical spills from areas surrounding all photocopy machines

- Shampoo thoroughly (including corners and behind doors) all carpeted areas using appropriate cleaning material for various carpet types
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.3 WINDOWS (Interior and Exterior)

- Clean full length of all windows including frames and sills every four (4) months (three times a year)
- Clean windows using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Clean thoroughly, including the removal of hard water stains and deposits regardless of source, using appropriate cleaning materials

13.4 CEILING/WALL VENTS

- Clean ceiling air vents every four (4) months (three times a year)
- Clean wall, air or heat vents every four (4) months (three times a year)
- Remove all vents using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Remove and clean thoroughly all covers using appropriate cleaning materials
- Vacuum air vents thoroughly

13.5 LIGHT FIXTURES (Interior and Exterior)

- Clean light fixtures (frames and lens) every six (6) months (two times a year)
- Clean thoroughly all light fixtures (frames and lens) using appropriate cleaning materials
- Remove all lens using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Report any burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures upon discovery to the County Contract Project Monitor upon discovery

13.6 WINDOW BLINDS/MECHO SHADES

- Clean window blinds and mecho shades every four (4) months (three times a year)
- Wash and clean thoroughly all window blinds (only) using appropriate cleaning materials and manufacturers instructions
- Dry dust mecho shades using appropriate equipment
- Remove all window blinds using ladders, scaffolding, hydraulic lifts, or catwalks, as appropriate
- Do not remove mecho shades

13.7 FURNITURE

- Shampoo upholstered furniture and clean wood, plastic, and vinyl chairs every four (4) months (three times a year)
- Shampoo and remove stains thoroughly from all upholstered furniture using appropriate cleaning materials for various upholstery types
- Clean thoroughly all wood, plastic and vinyl chairs using appropriate cleaning materials
- Thoroughly vacuum under seat cushions

13.8 RESTROOM WALLS

- Wash and clean thoroughly all restroom walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

13.9 CUBICLE WALLS

- Vacuum and clean thoroughly all cubicle walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

14.0 SUPPLY REQUIREMENTS

The Contractor will provide all supplies necessary to accommodate each library facility needs for each day the library facility is open. A list of required supplies includes:

- White 2-ply toilet paper (roll);
- Toilet seat covers; style appropriate to the various dispensers
- Commercial grade liquid hand soap for dispensing;
- Bi- or Tri-fold paper towels appropriate for the various dispensers;
- Diaper changing table liners; style appropriate to the various dispensers;
- Urinal deodorant cakes;
- Deodorizers (upon the County's request);
- Trash can liners; size appropriate to the receptacles;
- Sanitary napkins/tampons.
- Hand sanitizer

15.0 GREEN INITIATIVES

15.1 The Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

15.2 The Contractor will notify the County's Contract Project Manager of the Contractor's new green initiatives prior to the Contract commencement.

16.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

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

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days will constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, will be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten (10) business days' written notice with or without cause, as provided for in Section 8.0 – Standard Terms and Conditions, Sub-section 8.43 – Termination for Convenience of the Contract.

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EXHIBIT A

ATTACHMENTS

- I SERVICE LOCATIONS AND HOURS – AREA 5**
- II MAJOR CLEANING MONITORING REPORT**
- III CUSTODIAL CALL BACK REQUEST SLIP**
- IV CUSTODIAL SERVICES EMPLOYEE SIGN-IN LOG**
- V SPECIAL WORK REQUIREMENTS – AREA 5**

ATTACHMENT I

SERVICE LOCATIONS AND HOURS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 5

Library Information

Library Hours

1 Alondra Library

11949 Alondra Blvd.
Norwalk, CA 90650

Total Square Feet:	6,000	Sq. Ft.
Glass:	286	Sq. Ft.
Tile:	2,334	Sq. Ft.
Carpet	3,640	Sq. Ft.
Parking Lot	9,072	Sq. Ft.
Number of Light Fixtures:	132	

Monday	CLOSED
Tuesday	12:00 P.M. - 8:00 P.M.
Wednesday	12:00 P.M. - 8:00 P.M.
Thursday	12:00 P.M. - 6:00 P.M.
Friday	12:00 P.M. - 6:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

2 Angelo M. Iacoboni Library

4990 Clark Avenue
Lakewood, CA 90712

Total Square Feet:	25,377	Sq. Ft.
Glass:	198	Sq. Ft.
Tile:	5,797	Sq. Ft.
Carpet	19,500	Sq. Ft.
Parking Lot	65,000	Sq. Ft.
Number of Light Fixtures:	601	

Monday	10:00 A.M. - 8:00 P.M.
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 8:00 P.M.
Friday	10:00 A.M. - 6:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	1:00 P.M. - 5:00 P.M.

3 Artesia Library

18722 South Clarkdale Avenue
Artesia, CA 90701

Total Square Feet:	5,150	Sq. Ft.
Glass:	570	Sq. Ft.
Tile:	1,380	Sq. Ft.
Carpet	3,492	Sq. Ft.
Parking Lot	16,700	Sq. Ft.
Number of Light Fixtures:	146	

Monday	CLOSED
Tuesday	12:00 P.M. - 8:00 P.M.
Wednesday	12:00 P.M. - 8:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	9:00 A.M. - 5:00 P.M.
Saturday	9:00 A.M. - 5:00 P.M.
Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 5

Library Information

Library Hours

4 Clifton M. Brakensiek Library

9945 East Flower Street
Bellflower, CA 90706

Total Square Feet:	20,160	Sq. Ft.
Glass:	1,325	Sq. Ft.
Tile:	5,560	Sq. Ft.
Carpet	12,138	Sq. Ft.
Parking Lot	29,000	Sq. Ft.
Number of Light Fixtures:	559	

Monday	11:00 A.M. - 8:00 P.M.
Tuesday	11:00 A.M. - 8:00 P.M.
Wednesday	11:00 A.M. - 8:00 P.M.
Thursday	11:00 A.M. - 6:00 P.M.
Friday	1:00 P.M. - 5:00 P.M.
Saturday	11:00 A.M. - 5:00 P.M.
Sunday	CLOSED

5 George Nye, Jr. Library

6600 Del Amo Blvd.
Lakewood, CA 90713

Total Square Feet:	7,100	Sq. Ft.
Glass:	650	Sq. Ft.
Tile:	1,980	Sq. Ft.
Carpet	5,414	Sq. Ft.
Parking Lot	18,500	Sq. Ft.
Number of Light Fixtures:	123	

Monday	CLOSED
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 8:00 P.M.
Friday	8:00 A.M. - 6:00 P.M.
Saturday	8:00 A.M. - 6:00 P.M.
Sunday	CLOSED

6 Hawaiian Gardens Library

11940 East Carson Street
Hawaiian Gardens, CA 90716

Total Square Feet:	5,242	Sq. Ft.
Glass:	462	Sq. Ft.
Tile:	311	Sq. Ft.
Carpet	4,931	Sq. Ft.
Parking Lot	0	Sq. Ft.
Number of Light Fixtures:	123	

Monday	CLOSED
Tuesday	12:00 P.M. - 8:00 P.M.
Wednesday	12:00 P.M. - 8:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	9:00 A.M. - 5:00 P.M.
Saturday	9:00 A.M. - 5:00 P.M.
Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 5

Library Information

Library Hours

7 Hollydale Library

12000 South Garfield Ave.
South Gate, CA 90280

Total Square Feet:	4,800	Sq. Ft.
Glass:	137	Sq. Ft.
Tile:	265	Sq. Ft.
Carpet	4,104	Sq. Ft.
Parking Lot	3,450	Sq. Ft.
Number of Light Fixtures:	94	

Monday	CLOSED
Tuesday	12:00 P.M. - 8:00 P.M.
Wednesday	12:00 P.M. - 6:00 P.M.
Thursday	12:00 P.M. - 6:00 P.M.
Friday	12:00 P.M. - 5:00 P.M.
Saturday	12:00 P.M. - 5:00 P.M.
Sunday	CLOSED

8 La Mirada Library

13800 La Mirada Blvd.
La Mirada, CA 90638

Total Square Feet:	15,704	Sq. Ft.
Glass:	600	Sq. Ft.
Tile:	4,644	Sq. Ft.
Carpet	10,258	Sq. Ft.
Parking Lot	34,500	Sq. Ft.
Number of Light Fixtures:	439	

Monday	CLOSED
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 8:00 P.M.
Friday	12:00 P.M. - 5:00 P.M.
Saturday	12:00 P.M. - 5:00 P.M.
Sunday	CLOSED

9 Leland R. Weaver Library

4035 Tweedy Blvd.
South Gate, CA 90280

Total Square Feet:	19,461	Sq. Ft.
Glass:	1,070	Sq. Ft.
Tile:	4,791	Sq. Ft.
Carpet	12,614	Sq. Ft.
Parking Lot	29,000	Sq. Ft.
Number of Light Fixtures:	298	

Monday	CLOSED
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	12:00 P.M. - 5:00 P.M.
Sunday	1:00 P.M. - 5:00 P.M.

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 5

Library Information

Library Hours

10 Los Nietos Library				
11644 East Slauson Ave.				
Whittier, CA 90606				
Total Square Feet:	4,331	Sq. Ft.	Monday	12:00 P.M. – 7:00 P.M.
Glass:	435	Sq. Ft.	Tuesday	12:00 P.M. – 7:00 P.M.
Tile:	1,730	Sq. Ft.	Wednesday	10:00 A.M. – 6:00 P.M.
Carpet	2,601	Sq. Ft.	Thursday	10:00 A.M. – 6:00 P.M.
Parking Lot	18,000	Sq. Ft.	Friday	10:00 A.M. – 5:00 P.M.
Number of Light Fixtures:	112		Saturday	10:00 A.M. – 5:00 P.M.
			Sunday	CLOSED

11 Lynwood Library				
11320 Bullis Road.				
Lynwood, CA 90262				
Total Square Feet:	11,722	Sq. Ft.	Monday	10:00 A.M. - 8:00 P.M.
Glass:	770	Sq. Ft.	Tuesday	10:00 A.M. - 8:00 P.M.
Tile:	3,500	Sq. Ft.	Wednesday	10:00 A.M. - 8:00 P.M.
Carpet	7,604	Sq. Ft.	Thursday	10:00 A.M. - 8:00 P.M.
Parking Lot	15,000	Sq. Ft.	Friday	10:00 A.M. - 6:00 P.M.
Number of Light Fixtures:	577		Saturday	10:00 A.M. - 5:00 P.M.
			Sunday	CLOSED

12 Norwalk Library				
12350 Imperial Highway				
Norwalk, CA 90650				
Total Square Feet:	33,749	Sq. Ft.	Monday	10:00 A.M. - 8:00 P.M.
Glass:	2,880	Sq. Ft.	Tuesday	10:00 A.M. - 8:00 P.M.
Tile:	11,112	Sq. Ft.	Wednesday	10:00 A.M. - 8:00 P.M.
Carpet	22,280	Sq. Ft.	Thursday	10:00 A.M. - 8:00 P.M.
Parking Lot	75,000	Sq. Ft.	Friday	10:00 A.M. - 6:00 P.M.
Number of Light Fixtures:	630		Saturday	10:00 A.M. - 5:00 P.M.
			Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 5

Library Information

Library Hours

13 Paramount Library
16254 Colorado Ave.
Paramount, CA 90723

Total Square Feet:	8,750	Sq. Ft.
Glass:	1,776	Sq. Ft.
Tile:	2,491	Sq. Ft.
Carpet	5,568	Sq. Ft.
Parking Lot	26,500	Sq. Ft.
Number of Light Fixtures:	142	

Monday	CLOSED
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 6:00 P.M.
Saturday	1:00 P.M. - 5:00 P.M.
Sunday	CLOSED

14 Sorensen Library (LEED Certified Building)

6934 Broadway Avenue
Whittier, CA 90606

Total Square Feet:	10,655	Sq. Ft.
Vertical Glass:	1,989	Sq. Ft.
Tile:	494	Sq. Ft.
Linoleum:	2,947	Sq. Ft.
Carpet	6,379	Sq. Ft.
# of Light Fixtures:	269	

Monday	11:00 A.M. - 8:00 P.M.
Tuesday	11:00 A.M. - 8:00 P.M.
Wednesday	11:00 A.M. - 6:00 P.M.
Thursday	11:00 A.M. - 6:00 P.M.
Friday	11:00 A.M. - 5:00 P.M.
Saturday	11:00 A.M. - 5:00 P.M.
Sunday	CLOSED

15 South Whittier Library

14433 Leffingwell Road
Whittier, CA 90604

Total Square Feet:	6,526	Sq. Ft.
Vertical Glass:	590	Sq. Ft.
Tile:	1,069	Sq. Ft.
Carpet	2,908	Sq. Ft.
Parking Lot:	7,500	Sq. Ft.
# of Light Fixtures:	124	

Monday	12:00 P.M. - 8:00 P.M.
Tuesday	12:00 P.M. - 8:00 P.M.
Wednesday	12:00 P.M. - 8:00 P.M.
Thursday	11:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

ATTACHMENT II

MAJOR CLEANING MONITORING REPORT

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

CONTRACTOR'S STAFF USE ONLY

PLEASE COMPLETE AND PLACE FORM ON THE CIRCULATION COUNTER
WHERE EASILY SEEN

Library Name: _____ Date: _____

Name of Company: _____ Completed by: _____

THIS LIBRARY RECEIVED THE FOLLOWING MAJOR CLEANING SERVICE:

- Floor Stripped & Waxed/Sealed
 - Carpet Shampooed
 - Light Fixtures Cleaned
 - Windows Cleaned (Interior and Exterior)
 - Ceiling/Wall Vents Cleaned
 - Furniture Cleaned/Polished/Shampooed
 - Restroom Walls Cleaned
 - Window Blinds/Mecho Shades Cleaned
 - Cubicle Walls Cleaned
- Custodial Comments Only: _____

CORRECTION DATE FOR ANY UNSATISFACTORY RATING: _____

LIBRARY STAFF USE ONLY

PLEASE SIGN AND FAX THIS FORM IMMEDIATELY TO: **Contract Services**
LHQ - Facilities Services
(562) 803 - 0016

CLM's Name (Print): _____

CLM's Signature: _____ Date: _____

- Cleaning Satisfactory
- Cleaning Unsatisfactory
- Job Not Done

Library Staff Comments Only: _____

Corrections Done – Satisfactory Library Signature: _____ Date: _____

CONTRACT STAFF USE ONLY

Comments: _____

Logged and Filed **COMPLETE**

ATTACHMENT III

CUSTODIAL CALL BACK REQUEST SLIP

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL CALL BACK REQUEST SLIP

CONTRACTOR USE ONLY

Date of Request: _____ Time Request Received From PL: _____

Library Name: _____

Starting Location: _____ Start Travel Time: _____ End Travel Time: _____
(City)

Contractor Company Name: _____

Contractor Employee Name (Print): _____

THE FOLLOWING CALL BACK HAS BEEN REQUESTED FOR THIS LIBRARY:

LIBRARY STAFF USE ONLY

INSTRUCTIONS TO LIBRARY STAFF:

Please ensure that the custodial staff signs in immediately upon arrival and signs out when work is completed. Please initial VERIFYING arrival and departure times. **Immediately fax completed form to Contracts Unit at (562) 803-0016.**

Time of Arrival: _____ a.m. / p.m. Time of Departure: _____ a.m. / p.m.

Custodian Initial: _____ Library Staff Initial: _____

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

Staff Name (Print): _____

Staff Signature: _____ Date: _____

CONTRACT STAFF ONLY

Comments:

Service Time: _____

Travel Time: _____

Total Actual Hours: _____

(Service & Travel)

Total Billed Hours: _____

INVOICE RECEIVED: Invoice No.: _____

Logged -COMPLETE

ATTACHMENT IV

**CUSTODIAL SERVICES
EMPLOYEE SIGN-IN/SIGN-OUT LOG**

CUSTODIAL SERVICES EMPLOYEE SIGN-IN/SIGN-OUT LOG

LIBRARY FACILITY: _____ MONTH/YEAR: _____

Attention: All custodial contractor employees must sign-in & out upon arrival, lunch, and departure. Please refer to the instruction at the bottom of this form.

Atención: Todos los empleados del contratista de servicios de custodia deben firmar esta hoja de registro hacia fuera a su llegada, almuerzo, y salida. Por favor consulte las instrucciones en la parte inferior de esta forma.

Date/Fecha	Name/Nombre (Please Print/ Por favor imprima)	Arrival Time / Hora de llegada	Lunch/Almuerzo		Departure Time / Hora de salida	Signature/Firma
			Out/ Comenzó	In/ Termino		
		:	:	:	:	
		:	:	:	:	
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Contractor Employees: ALL employees are to sign in & out (Includes: Custodians, Supervisors, Major Cleaning & Quality Control staff). No unauthorized employee is allowed in the building without prior approval from the County Contract Monitor or County Contract Manager.

Empleados del Contratista: (Todo empleados deben firmar su llegada y salida (Incluye: custodios, supervisores, personal de servicios técnicos y Control de Calidad). Ningún empleado no autorizado está permitido en el edificio sin la aprobación previa del Condado o condado Gerente del Contrato.)

Library staff: Please send the original form to LHQ, Contract Services – Room 206.

ATTACHMENT V

SPECIAL WORK REQUIREMENTS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SPECIAL WORK REQUIREMENTS**

CUSTODIAL SERVICES – AREA 5

Los Nietos Library

Saturday service days only

- Additional cleaning and restocking of the Public restrooms, and cleaning of the front lobby that is shared with the Community Senior Center.

Sorensen Library

Main Library Floor

- No strip and wax during the scheduled Major Cleaning. Only scrubbing of the floors.

**STATEMENT OF WORK
EXHIBITS**

STATEMENT OF WORK EXHIBITS

TABLE OF CONTENTS

<u>Exhibits</u>		<u>Page</u>
1	CONTRACT DISCREPANCY REPORT	1
2	PERFORMANCE REQUIREMENTS SUMMARY (PRS).....	2



7400 E. IMPERIAL HWY. • P.O. BOX 7011 • DOWNEY, CA 90241-7011 • PHONE: 562-940-8485 • FAX: 562-803-0016

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: **January 1, 2015**

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.,

FROM:	Jane Smith	Phone No.:	(562) 940 – 6919
	Contract Services Unit	Fax No.:	(562) 803 – 0016

CONTRACT NO. **12345** CONTRACT TITLE: **CUSTODIAL SERVICES – AREA 4**

TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the Contract Services Coordinator.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The Contract Services Coordinator will evaluate the Contractor's response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Sub-Section 4.3	Term of Contract	Contractor must comply with the requirements specified in Sub-Section 4.3	Receipt of document	\$200 per occurrence
Contract: Sub-Section 5.5	Contract Sum	Contractor must send written notification that the Contractor has incurred 75% of the total contract authorization.	Receipt of document	\$200 per occurrence
Contract: Section 7.0	Administration of Contract – Contractor	Contractor shall notify the County in writing of any changes.	Receipt of document	\$200 per occurrence
Contract: Sub-Section 7.3	Contractor's Staff Identification	Contractor must comply with the requirements specified in Sub-Section 7.3	Inspection and Observation	\$200 per occurrence
Contract: Sub-Section 7.4	Background and Security Investigations	Contractor must comply with the requirements specified in Sub-Section 7.4	Inspection and Observation	\$500 per occurrence
Contract: Sub-Section 8.5	Complaints	Contractor must comply with the requirements specified in Sub-Section 8.5	Inspection, Observation and Receipt of document	\$200 per occurrence
Contract: Sub-Section 8.25	General Provisions For All Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.26	Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.29	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub-Section 8.29	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.40	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-Section 8.40	Inspection of files	\$500 per occurrence; possible termination for default of contract.

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 9.1.6	County's Living Wage Program – Notification to Employees	Contractor must distribute County provided notices to each employee at least once per year.	Inspection and Documentation	\$500 per occurrence, per employee
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Certified Monitoring Reports	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 1.	Observation and monthly monitoring reports	\$100 per calendar day will be assessed until receipt of complete and accurate reports
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Payment of Less than the Required Living Wage	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 2	Observation and monthly monitoring reports	\$500 per occurrence
Contract: Paragraph 9.1.8	County's Living Wage Program – Use of Full-Time Employees	Contractor must comply with the requirements of Paragraph 9.1.8	Observation and monthly monitoring reports	\$500 per occurrence
SOW: Section 4.0	Quality Control	Contractor must comply with the requirements specified in Section 4.0	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.1	Quality Assurance Plan - Meetings	Contractor attendance at all required County meetings.	Inspection and Observation	\$200 per occurrence
SOW: Paragraph 6.2.1	Furnished Items - Keys/Access Cards/Remote Controls	Secure and maintain keys/access cards/remote controls. Contractor responsible for replacement/theft/loss.	Observation	Contractor pays for re-keying of facility due to lost key(s)/key card
SOW: Paragraph 6.2.2	Furnished Items – Alarm Codes	Properly arm the intrusion alarm and prevent false alarms	Observation	\$200 per occurrence plus cost of fines incurred
SOW: Paragraph 6.2.3	Furnished Items – Utilities	Contractor shall not use County peripherals for private use.	Inspection and Observation	\$100 per occurrence
SOW: Paragraph 6.2.5	Furnished Items – Storage	Secure and maintain County provided storage area.	Inspection and Observation	\$100 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-Section 6.3	Contractor – Contractor Project Manager	Provide a Contractor Project Manager accessible all hours 365 days/year. Notify Changes to County Contract Project Manager.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.4	Contractor - Personnel	Contractor must comply with the requirements of Sub-Section 6.4	Observation	\$200 per occurrence
SOW: Sub-Section 6.5	Uniforms and Identification Badges	Contractor must comply with the requirements specified in Sub-Section 6.5.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.6	Materials and Equipment	Contractor must comply with the requirements specified in Sub-Section 6.6.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.7	Training	Contractor must comply with the requirements specified in Sub-Section 6.7	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.8	Contractor's Office	Contractor must comply with the requirements specified in Sub-Section 6.8.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.9	Contractor's Damage	Contractor must comply with the requirements specified in Sub-Section 6.9.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.11	Facility Security	Contractor must comply with the requirements specified in Sub-Section 6.11.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 7.0	Hours/Days of Work	Contractor must to comply with the requirements of Section 7.0.	Inspection and Observation	\$200 per occurrence
SOW: Sub-Section 8.0	Work Schedules	Contractor must comply with the requirements specified in Section 8.0.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 9.6	Unanticipated Work - Call Back	100 % Completion of Required Services. Contractor must comply with Sub-Section 9.6.	Inspection and Observation	\$500 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 10.0	Sign-In Requirements	Contractor must comply with the requirements specified in Section 10.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 11.0	Specific Daily Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 11.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 12.0	Specific Weekly Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 12.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 13.0	Annual Scheduled Major Cleaning Services	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 13.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 14.0	Supply Requirements	Contractor must comply with the requirements specified in Section 14.0.	Inspection and Observation	\$100 per occurrence per facility

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

EXHIBIT B

PRICING SCHEDULE

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Alondra Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>6</u> hours per week <u>26</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$35.01</u>	<u>140.04</u>
B. CARPET (SOW 13.2)	4	<u>\$182.00</u>	<u>728.00</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$38.48</u>	<u>115.44</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>\$57.72</u>	<u>173.16</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$306.60</u>	<u>613.20</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$38.48</u>	<u>115.44</u>
G. FURNITURE (SOW 13.7)	3	<u>\$230.88</u>	<u>692.64</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$57.72</u>	<u>115.44</u>
I. CUBICLE WALLS (SOW 13.9)	2	<u>48.10</u>	<u>96.20</u>
		<hr/>	
TOTAL COST PER YEAR (Section I and II):		\$	<u>18,725.40</u>

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$ 30.00 Per Hour</u>
Calcium Treatment (Drinking Fountain)	<u>\$ 30.00 per hour</u>
Carpeted Wall Cleaning	<u>\$ 30.00 per hour</u>
Entrance/Walkway Cleaning	<u>\$ 30.00 per hour</u>
Power Washing	<u>\$ 25.00 per 1,000sf</u>
Porter Services	<u>\$ 30.00 per hours</u>

FLAT DAILY RATE:
Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library
\$ 97.52 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:
Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)
\$ 73.14 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Angelo Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>2</u>	<u>52.5</u> hours per week <u>225.75</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$86.96</u>	<u>347.82</u>
B. CARPET (SOW 13.2)	4	<u>\$975.00</u>	<u>3,900.00</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$86.58</u>	<u>259.74</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>\$76.96</u>	<u>230.88</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$1,262.10</u>	<u>2,524.20</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$76.96</u>	<u>230.88</u>
G. FURNITURE (SOW 13.7)	3	<u>\$153.92</u>	<u>461.76</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$76.96</u>	<u>153.92</u>
I. CUBICLE WALLS (SOW 13.9)	2	<u>76.96</u>	<u>153.92</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>\$61,003.08</u>

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	<u>\$ 30.00 Per Hour</u>
Calcium Treatment (Drinking Fountain)	<u>\$ 30.00 per hour</u>
Carpeted Wall Cleaning	<u>\$ 30.00 per hour</u>
Entrance/Walkway Cleaning	<u>\$ 30.00 per hour</u>
Power Washing	<u>\$ 25.00 per 1,000sf</u>
Porter Services	<u>\$ 30.00 per hours</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 169.45 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 127.08 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Artesia Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>6.25</u> hours per week <u>27</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$20.70</u>	<u>82.80</u>
B. CARPET (SOW 13.2)	4	<u>\$174.60</u>	<u>698.40</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$76.96</u>	<u>230.88</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>\$57.72</u>	<u>173.16</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$306.60</u>	<u>613.20</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$57.72</u>	<u>173.16</u>
G. FURNITURE (SOW 13.7)	3	<u>\$230.88</u>	<u>692.64</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$79.96</u>	<u>153.92</u>
I. CUBICLE WALLS (SOW 13.9)	2	<u>76.96</u>	<u>153.92</u>
TOTAL COST PER YEAR (Section I and II):	\$	<u>\$17,965.68</u>	

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:	Cost Per Request
Calcium Treatment (Windows)	<u>\$ 30.00 Per Hour</u>
Calcium Treatment (Drinking Fountain)	<u>\$ 30.00 per hour</u>
Carpeted Wall Cleaning	<u>\$ 30.00 per hour</u>
Entrance/Walkway Cleaning	<u>\$ 30.00 per hour</u>
Power Washing	<u>\$ 25.00 per 1,000sf</u>
Porter Services	<u>\$ 30.00 per hours</u>

FLAT DAILY RATE:
Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.
\$ 68.05 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:
Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)
\$ 51.03 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Clifton M. Brakensiek Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>2</u>	<u>36</u> hours per week <u>154</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$83.40	333.60
B. CARPET (SOW 13.2)	4	\$606.90	2,427.60
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$48.10	144.30
D. CEILING/WALL VENTS (SOW 13.4)	3	\$76.96	230.88
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$1,173.90	2347.80
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$38.48	115.44
G. FURNITURE (SOW 13.7)	3	\$153.92	461.76
H. RESTROOM WALLS (SOW 13.8)	2	\$48.10	96.20
I. CUBICLE WALLS (SOW 13.9)	2	48.10	96.20

TOTAL COST PER YEAR (Section I and II):

\$ 45,268.56

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

- Calcium Treatment (Windows)
- Calcium Treatment (Drinking Fountain)
- Carpeted Wall Cleaning
- Entrance/Walkway Cleaning
- Power Washing
- Porter Services

Cost Per Request

- \$ 30.00 Per Hour
- \$ 25.00 per 1,000sf
- \$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 143.16 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 107.37 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: George NY Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>8.75</u> hours per week <u>37.5</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$29.70</u>	<u>118.80</u>
B. CARPET (SOW 13.2)	4	<u>\$270.70</u>	<u>1,082.80</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$38.48</u>	<u>115.44</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>\$76.96</u>	<u>230.88</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$516.60</u>	<u>258.30</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$76.96</u>	<u>230.88</u>
G. FURNITURE (SOW 13.7)	3	<u>\$115.44</u>	<u>346.32</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$76.96</u>	<u>153.92</u>
I. CUBICLE WALLS (SOW 13.9)	2	<u>\$57.72</u>	<u>115.44</u>

TOTAL COST PER YEAR (Section I and II):

\$ 15,230.64

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	<u>\$ 30.00 Per Hour</u>
Calcium Treatment (Drinking Fountain)	<u>\$ 30.00 per hour</u>
Carpeted Wall Cleaning	<u>\$ 30.00 per hour</u>
Entrance/Walkway Cleaning	<u>\$ 30.00 per hour</u>
Power Washing	<u>\$ 25.00 per 1,000sf</u>
Porter Services	<u>\$ 30.00 per hours</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library. \$ 68.37 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies) \$ 51.28 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Hawaiian Gardens Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>6.25</u> hours per week <u>26.75</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$4.67</u>	<u>18.66</u>
B. CARPET (SOW 13.2)	4	<u>\$246.55</u>	<u>986.20</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$57.72</u>	<u>173.16</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>\$76.96</u>	<u>230.88</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$258.30</u>	<u>516.60</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$38.48</u>	<u>115.44</u>
G. FURNITURE (SOW 13.7)	3	<u>\$153.92</u>	<u>461.76</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$57.72</u>	<u>115.44</u>
I. CUBICLE WALLS (SOW 13.9)	2	<u>38.48</u>	<u>76.96</u>

TOTAL COST PER YEAR (Section I and II):

\$ 17,607.12

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$ 30.00 Per Hour</u>
Calcium Treatment (Drinking Fountain)	<u>\$ 30.00 per hour</u>
Carpeted Wall Cleaning	<u>\$ 30.00 per hour</u>
Entrance/Walkway Cleaning	<u>\$ 30.00 per hour</u>
Power Washing	<u>\$ 25.00 per 1,000sf</u>
Porter Services	<u>\$ 30.00 per hours</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 66.69 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 50.00 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Hollydale Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>5</u> hours per week <u>21.5</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$4.67</u>	<u>18.66</u>
B. CARPET (SOW 13.2)	4	<u>\$246.55</u>	<u>986.20</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$57.72</u>	<u>173.16</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>\$76.96</u>	<u>230.88</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$258.30</u>	<u>516.60</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$38.48</u>	<u>115.44</u>
G. FURNITURE (SOW 13.7)	3	<u>\$153.92</u>	<u>461.76</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$57.72</u>	<u>115.44</u>
I. CUBICLE WALLS (SOW 13.9)	2	<u>38.48</u>	<u>76.96</u>
		\$	<u>17,498.64</u>

TOTAL COST PER YEAR (Section I and II):

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:	Cost Per Request
Calcium Treatment (Windows)	<u>\$ 30.00 Per Hour</u>
Calcium Treatment (Drinking Fountain)	<u>\$ 30.00 per hour</u>
Carpeted Wall Cleaning	<u>\$ 30.00 per hour</u>
Entrance/Walkway Cleaning	<u>\$ 30.00 per hour</u>
Power Washing	<u>\$ 25.00 per 1,000sf</u>
Porter Services	<u>\$ 30.00 per hours</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library. \$ 66.28 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies) \$ 49.71 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: La Mirada Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>18.75</u> hours per week <u>80.75</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$69.66</u>	<u>278.64</u>
B. CARPET (SOW 13.2)	4	<u>\$512.90</u>	<u>2,051.60</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$38.48</u>	<u>115.44</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>\$76.96</u>	<u>230.88</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$921.90</u>	<u>1,843.80</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$57.72</u>	<u>173.16</u>
G. FURNITURE (SOW 13.7)	3	<u>\$153.92</u>	<u>461.76</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$76.96</u>	<u>153.92</u>
I. CUBICLE WALLS (SOW 13.9)	2	<u>38.48</u>	<u>76.96</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>34,269.48</u>

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:	Cost Per Request
Calcium Treatment (Windows)	<u>\$ 30.00 Per Hour</u>
Calcium Treatment (Drinking Fountain)	<u>\$ 30.00 per hour</u>
Carpeted Wall Cleaning	<u>\$ 30.00 per hour</u>
Entrance/Walkway Cleaning	<u>\$ 30.00 per hour</u>
Power Washing	<u>\$ 25.00 per 1,000sf</u>
Porter Services	<u>\$ 30.00 per hours</u>

FLAT DAILY RATE:
Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.
\$ 129.80 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:
Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)
\$ 97.35 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Leland R. Weaver Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>2</u>	<u>30</u> hours per week <u>129</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$71.87</u>	<u>287.46</u>
B. CARPET (SOW 13.2)	4	<u>\$630.70</u>	<u>2,522.80</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$153.92</u>	<u>461.76</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>\$153.92</u>	<u>461.76</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$625.80</u>	<u>1,251.60</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$76.96</u>	<u>230.88</u>
G. FURNITURE (SOW 13.7)	3	<u>\$230.88</u>	<u>692.64</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$48.10</u>	<u>96.20</u>
I. CUBICLE WALLS (SOW 13.9)	2	<u>38.48</u>	<u>76.96</u>
		\$	<u>39,889.08</u>

TOTAL COST PER YEAR (Section I and II):

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$ 30.00 Per Hour</u>
Calcium Treatment (Drinking Fountain)	<u>\$ 30.00 per hour</u>
Carpeted Wall Cleaning	<u>\$ 30.00 per hour</u>
Entrance/Walkway Cleaning	<u>\$ 30.00 per hour</u>
Power Washing	<u>\$ 25.00 per 1,000sf</u>
Porter Services	<u>\$ 30.00 per hours</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library. \$ 127.84 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Fiat daily rate for Reduced Custodial Services (Rate will include -- Empty all trash cans, clean restrooms, restock supplies) \$ 95.88 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Los Nietos Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>7.5</u> hours per week <u>32.25</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$25.95</u>	<u>103.80</u>
B. CARPET (SOW 13.2)	4	<u>\$130.05</u>	<u>520.20</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$28.86</u>	<u>86.58</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>\$57.72</u>	<u>173.16</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$235.20</u>	<u>470.40</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$28.86</u>	<u>86.58</u>
G. FURNITURE (SOW 13.7)	3	<u>\$96.20</u>	<u>288.60</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$48.10</u>	<u>96.20</u>
I. CUBICLE WALLS (SOW 13.9)	2	<u>38.48</u>	<u>76.96</u>

TOTAL COST PER YEAR (Section I and II):

\$ 19,273.32

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

- Calcium Treatment (Windows)
- Calcium Treatment (Drinking Fountain)
- Carpeted Wall Cleaning
- Entrance/Walkway Cleaning
- Power Washing
- Porter Services

Cost Per Request

- \$ 30.00 Per Hour
- \$ 25.00 per 1,000sf
- \$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 61.77 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 46.32 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Lywood Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>2</u>	<u>18</u> hours per week <u>77.5</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$52.50	210.00
B. CARPET (SOW 13.2)	4	\$380.20	1,520.80
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$38.48	115.44
D. CEILING/WALL VENTS (SOW 13.4)	3	\$76.96	230.88
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$1,211.70	2,423.40
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$38.48	115.44
G. FURNITURE (SOW 13.7)	3	\$38.48	76.96
H. RESTROOM WALLS (SOW 13.8)	2	\$38.48	76.96
I. CUBICLE WALLS (SOW 13.9)	2	38.48	76.96

TOTAL COST PER YEAR (Section I and II):

\$	<u>29,719.44</u>
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The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$	<u>95.25</u>	per day (use figures)
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FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$	<u>71.44</u>	per day (use figures)
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REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE

FACILITY: Norwalk Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	1	2.5	hours per week
		11.5	hours per month
Custodian:	2	48	hours per week
		206.5	hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$166.68	666.72
B. CARPET (SOW 13.2)	4	\$1,114.00	4,456.00
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$384.80	1,154.40
D. CEILING/WALL VENTS (SOW 13.4)	3	\$307.84	923.52
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$1,323.00	2,646.00
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$153.92	461.76
G. FURNITURE (SOW 13.7)	3	\$346.32	1,038.96
H. RESTROOM WALLS (SOW 13.8)	2	\$153.92	307.84
I. CUBICLE WALLS (SOW 13.9)	2	307.84	615.68
		\$	60,303.00

TOTAL COST PER YEAR (Section I and II):

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:	<u>Cost Per Request</u>
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.
\$ 193.27 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)
\$ 144.95 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Paramount Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	2.5	hours per week	11.5	hours per month
Supervisor:	<u>1</u>				
Custodian:	<u>1</u>	11.25	hours per week	48.37	hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$37.37	149.46
B. CARPET (SOW 13.2)	4	\$278.40	1,113.60
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$76.96	230.88
D. CEILING/WALL VENTS (SOW 13.4)	3	\$76.96	230.88
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$298.20	596.40
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$38.48	115.44
G. FURNITURE (SOW 13.7)	3	\$153.92	461.76
H. RESTROOM WALLS (SOW 13.8)	2	\$76.96	153.92
I. CUBICLE WALLS (SOW 13.9)	2	28.86	57.72
		\$	23,164.56

TOTAL COST PER YEAR (Section I and II):

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:	Cost Per Request
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.
\$ 87.72 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)
\$ 65.79 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Sorensen Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	2.5	hours per week	11.5	hours per month
Supervisor:	<u>1</u>				
Custodian:	<u>1</u>	24	hours per week	103	hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$7.41</u>	<u>29.64</u>
B. CARPET (SOW 13.2)	4	<u>\$318.95</u>	<u>1,275.80</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$134.68</u>	<u>404.04</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>\$96.20</u>	<u>288.60</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$564.90</u>	<u>1,129.80</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$57.72</u>	<u>173.16</u>
G. FURNITURE (SOW 13.7)	3	<u>\$153.92</u>	<u>461.76</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$48.10</u>	<u>96.20</u>
I. CUBICLE WALLS (SOW 13.9)	2	<u>96.20</u>	<u>192.40</u>
TOTAL COST PER YEAR (Section I and II):		<u>\$</u>	<u>32,137.20</u>

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$ 30.00 Per Hour</u>
Calcium Treatment (Drinking Fountain)	<u>\$ 30.00 per hour</u>
Carpeted Wall Cleaning	<u>\$ 30.00 per hour</u>
Entrance/Walkway Cleaning	<u>\$ 30.00 per hour</u>
Power Washing	<u>\$ 25.00 per 1,000sf</u>
Porter Services	<u>\$ 30.00 per hours</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library. \$ 103.00 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include -- Empty all trash cans, clean restrooms, restock supplies) \$ 77.25 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: South Whittier Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>10.5</u> hours per week <u>45</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$16.04	64.14
B. CARPET (SOW 13.2)	4	\$145.40	581.60
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$28.86	86.58
D. CEILING/WALL VENTS (SOW 13.4)	3	\$38.48	115.44
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$260.40	520.80
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$48.10	144.30
G. FURNITURE (SOW 13.7)	3	\$115.44	346.32
H. RESTROOM WALLS (SOW 13.8)	2	\$38.48	76.96
I. CUBICLE WALLS (SOW 13.9)	2	48.10	96.20

TOTAL COST PER YEAR (Section I and II):

\$	<u>19,800.00</u>
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The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

- Calcium Treatment (Windows)
- Calcium Treatment (Drinking Fountain)
- Carpeted Wall Cleaning
- Entrance/Walkway Cleaning
- Power Washing
- Porter Services

Cost Per Request

\$ 30.00 Per Hour
\$ 25.00 per 1,000sf
\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 63.46 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include -- Empty all trash cans, clean restrooms, restock supplies)

\$ 47.59 per day (use figures)

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

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

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for custodial services at the County of Los Angeles Public Library Custodial Services – **Area 5** as identified in the attached specifications.

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

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

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR AREA 5:

\$ 37,717.70 per month (use figures)

ANNUAL CONTRACTOR FEE FOR EACH OF THE FOUR (4) CONTRACT YEARS OF AREA 5 (same amount for each year)

\$ 452,612.40 per year (use figures)

EMPLOYEE RATES:

Supervisors: 1 Minimum Hourly Wage: 15.45

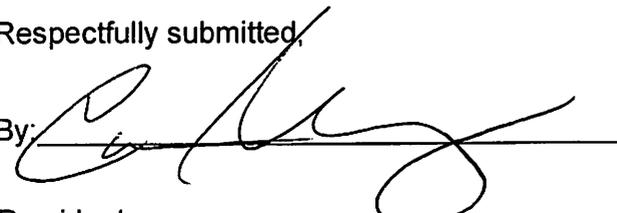
Custodians: 10 Minimum Hourly Wage: 12.30

Other (Major Cleaning): Minimum Hourly Wage: 11.00

"CALL-BACK" RATE: \$ 45.00 per hour

"ADDITIONAL/SPECIALTY AS-NEEDED SERVICES" RATES: See *Exhibit B – Pricing Schedule* of each facility (Library).

Respectfully submitted,

By: 

President

Title

August 27, 2015

Date

Lincoln Training Center
Firm or Corporation Name

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

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Lincoln Training Center

Contractor Name

2643 Loma Ave. South El Monte, CA 91733

Address

95-227-6055

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Caron Nunez, President

Authorized Official's Printed Name and Title

Authorized Official's Signature

November 3, 2015

Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CUSTODIAL SERVICES

COUNTY PROJECT DIRECTOR:

Name: **Yolanda De Ramus**
Title: Acting County Librarian
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 840-8412 Facsimile: (562) 803-3032
E-Mail Address: yderamus@library.lacounty.gov

COUNTY PROJECT MANAGER:

Name: **Elsa Muñoz**
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8450 Facsimile: (562) 803-0330
E-Mail Address: emunoz@library.lacounty.gov

COUNTY PROJECT MONITOR:

Name: **Gilbert A. Garcia**
Title: Contracts Services Coordinator
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8478 Facsimile: (562) 803-0016
E-Mail Address: ggarcia@library.lacounty.gov

COUNTY PROJECT ANALYST:

Name: Leticia Isunza, Contract Analyst
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8485 Facsimile: (562) 803-0016
E-Mail Address: lisunza@library.lacounty.gov or
contractservices@library.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Lincoln Training Center**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**Name: Edwin SanchezTitle: Quality Control ManagerAddress: 2643 Loma AvenueSouth El Monte, CA 91733Telephone: 626-222-7376Facsimile: 626-442-0177E-Mail Address: Edwins@lincolntc.org**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Caron NunezTitle: PresidentAddress: 2643 Loma AvenueSouth El Monte, CA 91733Telephone: 626-442-0621Facsimile: 626-442-0177E-Mail Address: Caronn@lincolntc.orgName: Gary GriffenTitle: Executive Vice PresidentAddress: 2643 Loma AvenueSouth El Monte, CA 91733Telephone: 626-636-2559Facsimile: 626-442-0177E-Mail Address: Garyg@lincolntc.org**Notices to Contractor shall be sent to the following:**Name: Casey RichardsTitle: Director, Community ServicesAddress: 2643 Loma AvenueSouth El Monte, CA 91733Telephone: 626-636-2553Facsimile: 626-442-0177E-Mail Address: Caseyr@lincolntc.org

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Lincoln Training Center Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

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

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

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

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

SIGNATURE:  _____

DATE: 11 / 03 / 2015

PRINTED NAME: Caron Nunez _____

POSITION: President _____

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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2.203.070. Exceptions.

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

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

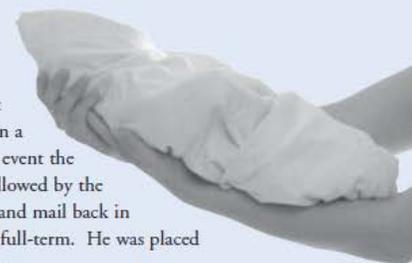
What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

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



How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

LIVING WAGE ORDINANCE

Sections:

- 2.201.010 - Findings.**
- 2.201.020 - Definitions.**
- 2.201.030 - Prospective effect.**
- 2.201.040 - Payment of living wage.**
- 2.201.050 - Other provisions.**
- 2.201.060 - Employer retaliation prohibited.**
- 2.201.070 - Employee retention rights.**
- 2.201.080 - Enforcement and remedies.**
- 2.201.090 - Exceptions.**
- 2.201.100 - Severability.**

2.201.010 - Findings.

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

(Ord. 2007-0011 § 1, 2007; 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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- 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.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business.
(Ord. 2007-0011 §2, 2007: 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. ^[152] 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.)

2.201.040 - Payment of living wage.

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

(Ord. 2007-0011 § 3, 2007: 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 Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive 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. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)*

2.201.060 - Employer retaliation prohibited.

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

2.201.070 - Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.
(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or

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- D. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.
(Ord. 2007-0011 § 4, 2007: 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.)

FOOTNOTE(S):

⁽¹⁵²⁾ **Editor's note**— Ordinance 99-0048, which enacted Ch.2.201, is effective on July 22, 1999.

EXHIBIT K

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS



EXHIBIT K

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

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

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From Payroll period: / /	To Payroll period: / /
(6) Department Name:		(7) Contract Service Description:	(8) Contract Name & Number:
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	

(11) Employee Name, Address & Last 4 digits of SSN	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (18x19)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. Print Authorized Name:		Total (This Page)		0	0	0	0	0	0	0	0	0
		Grand Total (All Pages)										

Authorized Signature:	Date:	Title:	Telephone Number (include area code) ()	Page: of
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EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(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
indirectly, from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended
(48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 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:
Date:
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 CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT M

CALIFORNIA LABOR CODE SECTIONS 1060-1065

LABOR CODE

SECTION 1060-1065

1060. The following definitions shall apply throughout this chapter:

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

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

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

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

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

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

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

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

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

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

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

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

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

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

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

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

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT N

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
- 3. A purchase made through a state or federal contract;
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
- 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT O

FACILITIES MAINTENANCE COST

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES – AREA 5**

FACILITIES MAINTENANCE COST

Library Facilities	Annual Amount	Monthly Amount
Alondra	\$17,613.00	\$1,467.75
Angelo M. Iacoboni	\$61,002.96	\$5,083.58
Artesia	\$17,964.72	\$1,497.06
Clifton M. Brakensiek	\$45,268.56	\$3,772.38
George Nye Jr.	\$15,231.36	\$1,269.28
Hawaiian Gardens	\$17,607.72	\$1,467.31
Hollydale	\$17,498.64	\$1,458.22
La Mirada	\$34,269.48	\$2,855.79
Leland R. Weaver	\$42,039.36	\$3,503.28
Los Nietos	\$19,273.20	\$1,606.10
Lynwood	\$29,719.32	\$2,476.61
Norwalk	\$60,303.00	\$5,025.25
Paramount	\$23,164.56	\$1,930.38
Sorensen	\$31,856.52	\$2,654.71
South Whittier	\$19,800.00	\$1,650.00
Total	\$452,612.40	\$37,717.70

**CUSTODIAL SERVICES
AREA 6**



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LINCOLN TRAINING CENTER

FOR

CUSTODIAL SERVICES

AREA 6

78449

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LINCOLN TRAINING CENTER
FOR
CUSTODIAL SERVICES – AREA 6**

This Contract (“Contract”) made and entered into this 1st day of December, 2015 by and between the County of Los Angeles, hereinafter referred to as County and **Lincoln Training Center**, hereinafter referred to as “Contractor”. **Lincoln Training Center** is located at 2643 Loma Avenue, South El Monte, CA 91733.

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

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

Unique Exhibits:

Prop A - Living Wage Program

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

Displaced Janitor Opportunity Act

- 1.13 EXHIBIT M – California Labor Code Sections 1060-1065

Defaulted Property Tax Reduction Program

- 1.14 EXHIBIT N – Defaulted Property Tax Reduction Program

Facilities Maintenance Cost

- 1.15 EXHIBIT O – Facilities Maintenance Cost

2.0 DEFINITIONS

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

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

- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Contract Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Contract Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **County Librarian:** Head of the County of Los Angeles Public Library
- 2.8 **Day(s):** Business day(s) unless otherwise specified.
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1 and ending the following June 30.
- 2.10 **Public Library:** County of Los Angeles Public Library.
- 2.11 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be four (4) years commencing upon execution by the County's Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County will have the sole option to extend this Contract term for up to **one (1)** additional one-year period and **six (6)** month-to-month extensions for a maximum total Contract term of **five (5)** years and **six (6)** months. Each such option and extension will be exercised at the sole discretion of the County Librarian, or his/her designee, as authorized by the Board.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor will notify the Public Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to the County Contract Project Manager at the address herein provided in Exhibit E - County's Administration. The Contractor, in said notification, will make the County aware of its intent to exercise the applicable option year or month-to-month extensions.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit C - Contractor's Proposed Schedule, and will not exceed Five Hundred Seventeen Thousand Seven Hundred Ninety-Nine Dollars and Fifty-Seven Cents (**\$517,799.57**) for each year of this Contract, except as set forth in Sub-section 8.1 – Amendments. The maximum contract sum is comprised of the Contractor's annual fee of (**\$470,726.88**), and an annual estimate for unanticipated work of (**\$47,072.69**) for as-needed custodial services as authorized in Section 9.0, Unanticipated Work, of the Statement of Work.
- 5.2 The Contractor will be paid the monthly Contract fee of Thirty-Nine Thousand Two Hundred Twenty-Seven Dollars and Twenty-Four Cents (**\$39,227.24**), and will not exceed Four Hundred Seventy Thousand Seven Hundred Twenty-Six Dollars and Eighty-Eight Cents (**\$470,726.88**) for each year of this Contract.
- 5.3 The use of the maximum contract sum for any unanticipated work is not guaranteed by the County, and is contingent upon the Public Library's adopted budget and needs.
- 5.4 The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of

same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will not occur except with the County's express prior written approval.

5.5 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor will send written notification to County Contract Project Manager at the address herein provided in Exhibit E – County's Administration.

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

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

5.7 **INVOICES AND PAYMENTS**

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

5.7.2 The Contractor's invoices will be priced in accordance with Exhibit B – Pricing Schedule, Exhibit C – Contractor's Proposed Schedule, and Exhibit O – Facilities Maintenance Cost.

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

- 5.7.4 The Contractor will submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A – Living Wage Program:

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

- **Exhibit K – Monthly Certification for Applicable Health Benefit Payments** (if applicable)
- **Exhibit L – Payroll Statement of Compliance**

- 5.7.5 All invoices under this Contract will be submitted to the County Contract Project Manager and/or the County Contract Project Monitor at the physical or electronic address herein provided in Exhibit E – County’s Administration.

5.7.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Contract Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 5.7.7 The County may deduct from the payment, amounts assessed which may include but not limited to, liquidated damages, replacement cost of services, cost for damages to County equipment and/or facilities or any other offset in accordance with the terms and conditions of this Contract.

- 5.7.8 The Contractor will be paid approximately forty-five (45) days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County’s Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT PROJECT DIRECTOR

The role of the County Contract Project Director may include:

- coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event will Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 COUNTY CONTRACT PROJECT MANAGER

The role of the County Contract Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- approving call-back services as provided herein.

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

6.3 COUNTY CONTRACT PROJECT MONITOR

The role of the County Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County Contract Project Monitor reports to the County Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 CONTRACTOR PROJECT MANAGER

- 7.1.1 The Contractor Project Manager is designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County Contract Project Manager and County Contract Project Monitor on a regular basis.

7.1.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry to include but not limited to; overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

7.2 APPROVAL OF CONTRACTOR'S STAFF

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

The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and Public Library, at any time during the term of this Contract.

7.2.1 Contractor staff removed pursuant to this Sub-section will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

7.3.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor personnel must immediately comply with such request.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.4 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

- 7.5.1 The Contractor will maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment will be prepared and executed by the Contractor and by the Board, for the exceptions that (a) the Term of the Contract was not otherwise authorized by section 4.0 and (b) the County Librarian is expressly authorized to increase the contract sum set forth in Section 5.0, Contract Sum, not to exceed ten percent (10%) of the total annual contractor's fee, originally approved by the Board, for a particular contract year, due to changes to the number or size of facilities or days of services pursuant to Paragraph 8.1.4 and to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee. Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and

executed by the Contractor and by the Contractor and by the County Librarian, or his/her designee.

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

8.2 ASSIGNMENT AND DELEGATION

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

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor will preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses will be sent to the County Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 8.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor

for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH DISPLACED JANITOR OPPORTUNITY ACT

This Contract is subject to the provisions of California Labor Code Section 1060-1065: Chapter 4.5 Displaced Janitors Opportunity Act because it is a Contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002. A copy is provided in Exhibit M - California Labor Code Sections 1060-1065.

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

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

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

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the

Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.10 CONFLICT OF INTEREST

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

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

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors will report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality,

fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

8.13.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

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

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

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the

County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

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

8.21 FORCE MAJEURE

8.21.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such

failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.21.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

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

8.23.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages,

unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.23.4 The Contractor will adhere to the provisions stated in Sub-section 7.5 - Confidentiality.

8.24 INDEMNIFICATION

The Contractor will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.25 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates will be provided to the County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements will be sent to the County Contract Project Manager at the physical or electronic address herein provided in Exhibit E – County's Administration.

Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also will promptly notify the County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.25.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively the County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents

additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.25.3 Cancellation of or Changes in Insurance

Contractor will provide the County with, or the Contractor's insurance policies will contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.25.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.25.5 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.25.6 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to the Contractor. Any County maintained

insurance or self-insurance coverage will be in excess of and not contribute to any Contractor coverage.

8.25.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.25.8 Sub-Contractor Insurance Coverage Requirements

The Contractor will include all Sub-Contractors as insureds under Contractor's own policies, or will provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor will be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and will require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor will obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.25.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. The Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.25.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the

underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 Separation of Insureds

All liability policies will provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.25.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents will be designated as an Additional Covered Party under any approved program.

8.25.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.26 INSURANCE COVERAGE

8.26.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.26.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased

employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form will be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.27 LIQUIDATED DAMAGES

- 8.27.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.27.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars (\$200) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Exhibit 2, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all

deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in sub-paragraph 8.27.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This sub-paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.27.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 MOST FAVORED PUBLIC ENTITY

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

8.29 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

8.29.2 The Contractor will certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

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

- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.29 when so requested by the County.
- 8.29.7 If the County finds that any provisions of this sub-paragraph 8.29 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON-EXCLUSIVITY

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

8.31 NOTICE OF DELAYS

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

8.32 NOTICE OF DISPUTES

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

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.35 NOTICES

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

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that,

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

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

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

- The Contractor will develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the

prior written consent of the County Contract Project Director.
The County will not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.38 will apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.39 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract,

representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.39.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this sub-section relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information will be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.40 RECYCLED BOND PAPER

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

8.41 SUBCONTRACTING

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

8.41.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:

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

8.41.3 The Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.41.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.41.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.41.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.

8.41.7 The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their

officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.41.8 The Contractor will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor will ensure delivery of all such documents to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

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

8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as will not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.39, Record Retention AND Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

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

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

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.44, or that the default was excusable under the provisions of Paragraph 8.44.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-section 8.43 - Termination for Convenience.

8.44.5 The rights and remedies of the County provided in this Sub-section 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.46 TERMINATION FOR INSOLVENCY

8.46.1 The County may terminate this Contract forthwith in the event of

the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this Sub-section 8.46 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, will fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances will not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.50 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

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

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

8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to the County under any other provision of this contract, failure of the Contractor to cure

such default within 10 days of notice will be grounds upon which the County may terminate this contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.54 TIME OFF FOR VOTING

The Contractor will notify its employees, and will require each Sub-contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors will keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

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

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

2. For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of

“Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 **Contractor’s Submittal of Certified Monitoring Reports**

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

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

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

9.1.5 **County Auditing of Contractor Records**

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

9.1.6 **Notifications to Employees**

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

9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this subsection, the County will have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified

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

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future

County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the

- federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
 3. The Contractor will not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

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

9.2 **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

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

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

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

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

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

CONTRACTOR: Lincoln Training Center

By *[Signature]* Name
[Signature] Name
[Signature] Title



COUNTY OF LOS ANGELES

By *[Signature]*
MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer
of the Board of Supervisors

By *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

- 3 1 DEC 0 1 2015

APPROVED AS TO FORM:

MARY WICKHAM
Interim County Counsel

[Signature]
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

By *[Signature]*
JILL M. JONES
Deputy County Counsel

**CONTRACT FOR
CUSTODIAL SERVICES**

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EXHIBIT A

STATEMENT OF WORK (SOW)

CUSTODIAL SERVICES

**STATEMENT OF WORK
CUSTODIAL SERVICES
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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor will provide daily custodial services for the public and staff areas of the County of Los Angeles Public Library (Public Library) facilities identified in Attachment I, Service Locations and Hours of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for Contractor's performance under this Contract. Custodial services include, but are not limited to, offices, conference/meeting rooms, lobbies, corridors, elevators, restrooms, lunchrooms and light maintenance of the exterior, such as exterior trash receptacles, visible trash in parking lots and cleaning of entryways. Scheduled Major Cleaning Services include, but are not limited to, carpet cleaning, tile strip and wax and window washing. The Contractor will also perform Unanticipated Work as described in Section 9.0 – Unanticipated Work of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County and will be considered completed upon successful inspection.

2.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2.0 – Definitions of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

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

3.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities, in facility size or days of service for facilities listed in Attachment I – Service Locations and Hours of the SOW. Due to budget considerations, the days and hours open may vary throughout the Contract term. The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per additional facility. This cost estimate will not exceed the cost to provide custodial services for similar sized library facilities being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein.

3.2 All changes must be made in accordance with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract.

The County Librarian, or his/her designee, has the authority to sign the amendment for the County, consistent with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract. All terms in the current Contract will extend to any library facility added by the Amendment.

4.0 QUALITY CONTROL

The Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County Contract Project Monitor for review within ten (10) days of Contract award. The Plan will include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met.
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be kept and provided to the County upon request.
- 4.3 The Contractor will maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints will be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8.0 – Standard Terms and Conditions; Sub-section 8.16 – County's Quality Assurance Plan of the Contract.

5.1 MEETINGS

The Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day. Failure to attend a monthly scheduled meeting will result in an assessment of Two-Hundred Dollars (\$200.00). Refer to the SOW Exhibits, Exhibit 2 – Performance Requirements Summary (PRS).

5.2 ANNUAL EVALUATION

The County or its agents will evaluate the Contractor's performance under the Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The report will include improvement/corrective action measures taken by the Contractor in response to this evaluation.

Contractor deficiencies which the County determines as severe or continuing and that may place performance of the Contract in jeopardy if not corrected may be reported to the Board. If improvement does not occur consistent with corrective action measures, the County may terminate the Contract or impose other penalties as specified in the Contract.

5.3 CONTRACT DISCREPANCY REPORT

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

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

5.4 COUNTY OBSERVATIONS

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

6.0 RESPONSIBILITIES

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

COUNTY

6.1 PERSONNEL

The County will administer the Contract according to Section 6.0 – Administration of Contract – County of the Contract. Specific duties will include:

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

6.2 FURNISHED ITEMS

6.2.1 Keys/Access Cards/Remote Controls

The County will provide two (2) sets of keys/access cards/remote controls, at no cost to the Contractor, for the library facilities to be serviced. The Contractor will acknowledge receipt of the keys/access cards/remote controls, accepting full responsibility. Contractor employees are to use keys/access cards/remote controls only in the carrying out of contracted services. All such keys/access cards/remote controls are property of the County and will be returned to the County Contract Project Manager, within five (5) business days of the termination of the Contract.

If additional sets are needed the Contractor will submit a request in writing to the County Contract Project Manager. At no time are the keys to be duplicated by the Contractor.

Any lost or damaged keys/access cards/remote controls will be replaced by the County at the expense of the Contractor.

6.2.2 Alarm Codes

The Contractor may be issued intrusion alarm codes to the library facilities to be serviced. The Contractor accepts full responsibility for the security of the alarm codes and will provide codes only to its employees as required to provide custodial services in accordance with the Contract.

Instructions for the use of intrusion alarms will be provided by the County. If it is determined that the Contractor's employee fails to arm the intrusion alarm or is responsible for a false alarm, liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.3 Utilities

The County will provide all utilities including gas, electricity and water. The County will be responsible for maintenance and repairs of the same. Contractor employees are to use utilities only in the carrying out of the contracted services and at no time are the utilities to be used for personal use. The Contractor will notify the County by calling the Los Angeles County Operator at (213) 974-1234, to report any concerns, problems or damage immediately upon discovery.

6.2.4 Materials and Equipment

The County does not make telephones, computers, faxes, copiers or any County peripherals available for the use of the Contractor's

employees. Any such misuse of County property will result in the assigned Contractor employees' immediate removal from working on the Contract and liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.5 Storage Area

The County will provide a storage area to the Contractor as determined by the County, when available. The County does not guarantee exclusive use of this storage area. The Contractor is prohibited from use of said storage area or any other County property for conducting business interests that are not related to or required by the specified library facility. The Contractor will maintain the storage area in a clean and orderly manner; this includes supply boxes and equipment.

CONTRACTOR

6.3 CONTRACTOR PROJECT MANAGER

6.3.1 The Contractor will provide a full-time Contractor Project Manager or designated alternate. The Contractor will provide a telephone number where the Contractor Project Manager may be reached all hours, 365 days per year.

6.3.2 The Contractor Project Manager will act as a central point of contact with the County.

6.3.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

6.3.4 The Contractor Project Manager will have full authority to act for Contractor on all matters relating to the daily operations of the Contract. The Contractor Project Manager and alternate will be able to effectively communicate, in English, both orally and in writing.

6.4 PERSONNEL

6.4.1 The Contractor will assign a sufficient number of employees to perform the required work. At least one employee on site will be authorized to act for the Contractor in every detail and must speak and understand English.

6.4.2 The Contractor will assign one (1) supervisor exclusive to each Contract Area to monitor and inspect the employees and their performance.

6.4.3 The Contractor will be required to background check their employees as set forth in Section 7.0 – Administration of Contract –

Contractor, Sub-section 7.4 – Background and Security Investigations of the Contract and Paragraph 6.4.6 of this Sub-section.

- 6.4.4 The Contractor will ensure that **only** personnel assigned to the Contract or specialty crew are permitted in the library facilities at all times. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.
- 6.4.5 The County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. The County has the right to approve or disapprove the Contractor's employees as set forth in Sub-section 7.2 – Approval of Contractor's Staff of the Contract.
- 6.4.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.4.7 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the Contract.
- 6.4.8 The Contractor's employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.5 **UNIFORMS AND IDENTIFICATION BADGES**

- 6.5.1 The Contractor's employees that are assigned to County facilities will wear an appropriate uniform shirt at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the County's Contract Project Director or his/her designee, will be provided by and at Contractor's expense.

6.5.2 The Contractor will ensure that its employees are appropriately identified as set forth in Sub-section 7.3 – Contractor’s Staff Identification of the Contract.

6.5.3 The Contractor will ensure that every on-duty Contractor employee wears a visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge will be displayed on employee’s person at all times when he/she is on County designated property.

6.5.4 The Contractor may be assessed liquidated damages for failure to comply with Uniform and Identification Badges. Refer to the SOW Exhibits, Exhibit 2 – PRS.

6.6 **MATERIALS AND EQUIPMENT**

6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.

6.6.2 All cleaning materials must be labeled in accordance with State of California Cal OSHA standards.

6.6.3 The Contractor is required to keep all equipment used to maintain the library facilities in a safe and operable manner. The Contractor must check all equipment daily for safety.

6.6.4 The Contractor is obligated to provide all Safety Data Sheets (SDS) for all chemicals utilized in the cleaning process. All SDS will be stored in each custodial closet at each library facility. It is the responsibility of the Contractor to monitor the accuracy of each SDS and to replace them immediately with the most current information when products are replaced. Failure to provide all SDS during the term of the Contract may result in liquidated damages.

6.7 **TRAINING**

6.7.1 The Contractor will provide training programs to all Contractor employees assigned to this Contract on the duties and responsibilities of this SOW.

6.7.2 On their first day of assignment, the Contractor will provide the Contractor employee with training and orientation regarding the assigned library facility, including, but not limited to entry alarms, doors, work requirements, cleaning techniques and restrictions.

6.7.3 The Contractor will provide continuing education training annually to all employees assigned to this Contract to ensure knowledge of duties and responsibilities.

6.7.4 The Contractor will provide training to all Contractor employees regarding their required tasks and the safe handling of equipment.

6.7.5 The Contractor must provide proof of training to the County upon completion of initial assignment and annually thereafter. Proof of training must include a list of subjects trained and a signature from the employee acknowledging training and understanding. All company training records, including course materials, must be available for inspection at the request of the County.

6.8 CONTRACTOR'S OFFICE

The Contractor will maintain an office with a telephone in the company's name where the Contractor conducts business.

6.8.1 Business Hours

The Contractor's office will be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquiries and complaints. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.8.2 After-Hours

When the Contractor's office is closed, the Contractor Project Manager's after-hours number will be utilized to address inquiries and complaints. If voicemail is utilized, the Contractor Project Manager must respond within fifteen (15) minutes of the initial call. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.9 CONTRACTOR'S DAMAGE

The Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees. All repairs will be performed by the County and the Contractor will reimburse the County for the value of the repair.

6.10 EMERGENCY PROCEDURES

The Contractor will immediately report any emergency situation such as vandalism, broken water pipes, windows, doors, etc., by calling the Los Angeles County Operator at (213) 974-1234.

6.11 FACILITY SECURITY

It is the responsibility of the Contractor to ensure that facilities are secured at all times. Failure to properly secure a facility will result in liquidated damages and other damages suffered by and or available to the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

7.0 HOURS/DAYS OF WORK

Hours of custodial services are to be performed at the close of each library facility's work day between one (1) hour after library closes and up to one (1) hour before the library opens, as described in Attachment I, Service Locations and Hours of the SOW. Exceptions to this requirement are noted in Attachment V, Special Work Requirements of the SOW.

Contractors are not required to work on County-recognized holidays or days of library facility closure. The Contractor may perform special or periodic cleaning on these days, but will be required to receive prior approval by the County Contract Project Manager. The County will provide a list of County-recognized holidays upon commencement of the Contract.

8.0 WORK SCHEDULES

8.1 The Contractor will submit a work schedule for each library facility to the County Contract Project Manager within fifteen (15) business days prior to the start of the Contract. The schedules will list the employees assigned, hours and days to work. Schedules will be adhered to at all times unless the County is otherwise notified of a change.

8.2 The Contractor will submit revised schedules when changes to staff occur. Said revisions will be submitted to the County Contract Project Manager for review and approval within five (5) business days prior to scheduled time for work.

9.0 UNANTICIPATED WORK

9.1 The County Contract Project Director or his/her designee may authorize, in writing, the Contractor to perform unanticipated work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of Nature, and third party negligence; or to add to, modify or refurbish existing library facilities.

9.2 The Contractor will prepare and submit a written description of the work with an estimate of labor and materials prior to performing any unanticipated work. If immediate action is needed, a verbal authorization from the County Project Director or his/her designee, with a written follow-up, can be given to perform unanticipated work. A written description of the work completed with a cost of labor and materials must be submitted within three (3) business days to the County.

9.3 The Contractor will commence all unanticipated work on the established specified date. The Contractor will proceed diligently to complete said work within the time allotted.

- 9.4 The County reserves the right to perform unanticipated work itself or assign the work to another Contractor.

9.5 **ADDITIONAL/SPECIALTY AS-NEEDED SERVICES**

The Contractor will provide “Additional/Specialty As-Needed Services” for all library facilities upon request. These services may fall under the following categories: (1) Post-Construction cleaning; (2) Special Event cleaning; (3) Reduced Services, (4) Special Event Porter Services and (5) Additional Major Cleaning Services, as listed in Section 13.0 – Scheduled Major Cleaning Services of the SOW. The County Contract Project Monitor will provide a Statement of Work specific to the request category and the Contractor is to provide a price quote within five (5) business days. Approval of the quote is required prior to the commencement of services.

Price quotes for Additional Major Cleaning Services will be based on, Exhibit B – Pricing Schedule.

9.6 **CALL BACK**

Call Backs are as-needed work outside of the normal contractual duties brought on by an event, accidental or intentional, or by a failure of the contractor to perform their duties and which require immediate mitigation. Examples of custodial related call backs, include but not limited to, urine, feces, vomit, blood, sewage, spilled food/beverages, and/or vandalism.

The Contractor must have capabilities for call back requests. The Contractor **must** respond to call back requests within two (2) hours of notification. The Contractor will submit an invoice for the total actual hours spent by the Contractor to address the situation, including actual service time and actual travel time, and based on the hourly ‘call back’ rate specified in Exhibit C - Contractor’s Proposed Schedule. In the event the Contractor does not respond to a ‘call back’ request within the time specified herein, but nevertheless completes the work, then the Contractor will be paid for the ‘call back’ at the regular employee hourly rate instead of the ‘call back’ rate specified in the Contractor’s Proposed Schedule. Upon completion of a ‘call back’ requested service, the Contractor must notify the County Contract Project Monitor.

- 9.6.1 For Call Back Services involving Bloodborne Pathogens (BBP) contractors will provide BBP services in accordance with the Occupational Safety and Health Administration’s (OSHA) Bloodborne pathogen Standard under Title 29 of the Code of Federal Regulations. BBP services will only be provided by employees trained and certified through a program designed to meet the requirements of OSHA. A list of certified employees and their certificates must be provided to the Public Library within ten (10) days of the start of the Contract.

- 9.6.2 Utilizing the **Custodial Call Back Request Slip** (Attachment III) the Contractor employee must sign-in upon arrival and sign-out when the 'call back' work is completed and/or upon departure. The library facility staff signs the form to confirm and approve the times. Upon completion of the work, the library facility staff will inspect and approve the work, then they will forward the Custodial Call Back Request Slip to the County Contract Project Monitor.

10.0 SIGN-IN REQUIREMENTS

All Contractor employees are required to sign-in upon arrival and sign out at departure, with an ink pen, at each Public Library facility. This includes, but is not limited to custodians, special cleaning crews, supervisors and quality control monitors. A Custodial Services Employee Sign-In/Sign-Out Log (Attachment IV) is provided at each library facility and must be kept in the custodial closet. Contractor employees must sign in and out with the actual date and time the library facility was entered/exited.

11.0 SPECIFIC DAILY WORK REQUIREMENTS

All assignments listed below are to be completed **daily**. The Contractor is responsible to evaluate and monitor the use of consumable supplies and provide sufficient supplies, such as, paper towels, toilet paper, and soap, etc. for the next day.

The Contractor's employees are required to use all appropriate cleaning material to complete their assignments and clean all work areas after completion of their assignments.

The Contractor's employees must remove all trash from the building and dispose of into proper receptacles (replace lock if applicable). If a recycling program is established, remove all recyclable materials from the designated recycle receptacles (not personal work spaces) and dispose of into proper exterior receptacles (replace lock if applicable).

The Contractor's employees are responsible for turning off all lights and securing the facilities after services are provided.

11.1 RESTROOMS (STAFF AND PUBLIC)

- Clean entry doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean and polish entry door push plates, knobs and kick plates.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.

- Clean mirrors, including chrome-finished edges, to remove spots, smudges and leave streak-free, including the removal of hard water stains and deposits.
- Clean all exposed pipe fixtures including the removal of hard water stains and deposits.
- Clean and sanitize all dispensers; soap, paper towel, toilet seat cover and toilet paper.
- Clean and sanitize all toilet seats, bowls, bases, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean and sanitize the exterior and interior surfaces of the baby-changing tables.
- Clean, sanitize and polish all handrails.
- Clean and sanitize urinals, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean stall partitions, supports, bases, doors (inside and out), latches/knobs to remove dirt, marks, fingerprints, smudges, splashes, etc.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, etc. leaving surface free of cleaning product residue and discoloration.
- Refill all dispensers; soap, paper towel, toilet seat cover, feminine products, toilet paper, baby-changing table liners, and hand sanitizer.
- Sweep, wet mop and disinfect all floors, leaving baseboards and walls free of splashes and/or marks from cleaning equipment/products.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.

11.2 MAIN LIBRARY (INTERIOR), WORKROOMS, AND MEETING ROOMS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.

- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, paper towel.
- Refill all dispensers; soap (with dish soap), paper towel, and hand sanitizer.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.

- DO NOT disturb any paperwork on top of desk or surrounding floors or tables.

11.3 LUNCH ROOM AND LOUNGE

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Note: Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.

- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface
- Remove graffiti from all surfaces where found (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)
- Clean and sanitize the exterior surfaces of the refrigerator, stove/range, microwave, toaster, and toaster oven.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, and paper towel.
- Refill all dispensers; soap (with dish soap), paper towel and hand sanitizer.

11.4 LOBBIES AND CORRIDORS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. (Note: Emergency Exit doors must not be opened to prevent alarms from sounding.)
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms,

fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.

- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.5 ELEVATORS

- Clean and sanitize panels and handrails to remove dirt, marks, fingerprints, smudges, splashes and spots.
- Clean all doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners and any other hard to reach areas.
- Spot clean all carpeted areas, using the most appropriate method to completely remove the spot/stain without damaging the surface.

- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.6 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Clean all exterior book drop containers and wall-mount deposit doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior wall-mount mail-drop doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior signs and plaques to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Empty and clean the exterior surfaces of the exterior trash receptacles and replace plastic liners.
- Empty and clean the exterior cigarette urns.
- Sweep the library entry area to a reasonable location; collect and dispose of swept dirt, debris, etc.
- Sweep the library loading dock and side/rear staff entrances; collect and dispose of swept dirt, debris, etc.
- Sweep and dispose of all trash in the library exterior patio/lunch area; collect and dispose of swept dirt, debris, etc.
- Clean all tables and chairs, including top, base, legs and cross supports to remove dust, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Locate and dispose of all trash in the parking lot, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.
- Locate and dispose of all trash in the loading dock, side/rear staff entrances, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.

11.7 SPECIAL INSTRUCTIONS

- Special daily work requirements for individual libraries, i.e. artwork, special furniture, etc., are identified in Attachment V, Special Work Requirements of the SOW.

12.0 SPECIFIC WEEKLY WORK REQUIREMENTS

All assignments listed below are to be completed **weekly**. The Contractor's employees are required to use all appropriate cleaning materials to complete their assignments and clean all work areas after completion of assignments.

Within five (5) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written weekly schedule for each library facility. This list will list the day of the week each weekly service will be completed.

12.1 MAIN LIBRARY (INTERIOR) AND MEETING ROOMS

- Clean and remove all visible cobwebs up to 12 feet
- Dust window blinds and shades
- Clean all baseboards
- Clean and sanitize handrails
- Sweep all steps
- Dust all surfaces (6 feet and above)

NOTE: It is the responsibility of the Contractor to provide appropriate equipment (i.e., ladders) to the Contractor employees.

12.2 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Hose down sidewalks, steps, walkways, stairs, loading docks, entry and patio areas of the building
(Area includes up to the property line and/or the public sidewalk)

12.3 SPECIAL INSTRUCTIONS

- Special weekly work requirements for individual libraries are identified in Attachment V, Special Work Requirements of the SOW.

13.0 SCHEDULED MAJOR CLEANING SERVICES

The Contractor is required to be familiar with all surfaces to be cleaned and the appropriate cleaning equipment and materials necessary to complete these services.

Within fifteen (15) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written Major Cleaning Services Schedule for each library facility. This schedule will list the month, week and day that each Major Cleaning Service will be performed. Failure to provide the schedule may result in liquidated or other damages. Refer to the SOW Exhibits, Exhibit 2 – PRS.

This schedule is used to notify library locations of upcoming major cleaning services which may require action by the library staff, i.e., removal of boxes from floor, movement of furniture or personal items. The schedule must be followed and if a cleaning is to be re-scheduled, a notification of at least five (5) business days must be given. Failure to provide this notification may result in liquidated damages. In addition, failure to perform major cleaning services on the date scheduled may also result in liquidated damages. Correction of this failure to clean must be accomplished within ten (10) business days of the original

scheduled date, unless otherwise instructed by the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

Upon completion of the cleaning the Contractor employee will leave the **Custodial Services Major Cleaning Monitoring Report** form (Attachment II) on the circulation desk of the library serviced. Failure to leave this document will constitute a failure to perform the cleaning service and will result in the same action as stated above.

All completed services will be evaluated, rated and approved by the Public Library facility staff. Confirmation of services **will not** be acknowledged by the County until a signed copy, approving the work, is received by the County Contract Project Monitor. If services are rated as Unsatisfactory or Not Done, the Contractor is obligated to provide the corrective service by a date agreed upon by the County and the Contractor. The corrective service must be done within the same frequency period in which the Unsatisfactory or Not Done rating occurred. Liquidated damages may apply if the corrective service is not performed by the dated agreed upon and/or within the frequency period. The assessment of liquidated damages does not relieve the Contractor from their responsibility for the corrective service. Refer to the SOW Exhibits, Exhibit 2 – PRS.

NOTE: Contractor employees must clean all work areas before and after and return the library to its original condition after completion of assignments.

13.1 FLOORS

- Strip and wax or seal floors every three (3) months (four times a year)
- Degrease and remove chemical spills from areas surrounding all photocopy machines
- Strip and clean thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- Wax or seal and buff thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- For floors where stripping, waxing or sealing is not indicated, a deep cleaning will be performed
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.2 CARPET

- Shampoo carpet and area rugs every three (3) months (four times a year)
- Degrease and remove chemical spills from areas surrounding all photocopy machines

- Shampoo thoroughly (including corners and behind doors) all carpeted areas using appropriate cleaning material for various carpet types
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.3 WINDOWS (Interior and Exterior)

- Clean full length of all windows including frames and sills every four (4) months (three times a year)
- Clean windows using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Clean thoroughly, including the removal of hard water stains and deposits regardless of source, using appropriate cleaning materials

13.4 CEILING/WALL VENTS

- Clean ceiling air vents every four (4) months (three times a year)
- Clean wall, air or heat vents every four (4) months (three times a year)
- Remove all vents using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Remove and clean thoroughly all covers using appropriate cleaning materials
- Vacuum air vents thoroughly

13.5 LIGHT FIXTURES (Interior and Exterior)

- Clean light fixtures (frames and lens) every six (6) months (two times a year)
- Clean thoroughly all light fixtures (frames and lens) using appropriate cleaning materials
- Remove all lens using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Report any burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures upon discovery to the County Contract Project Monitor upon discovery

13.6 WINDOW BLINDS/MECHO SHADES

- Clean window blinds and mecho shades every four (4) months (three times a year)
- Wash and clean thoroughly all window blinds (only) using appropriate cleaning materials and manufacturers instructions
- Dry dust mecho shades using appropriate equipment
- Remove all window blinds using ladders, scaffolding, hydraulic lifts, or catwalks, as appropriate
- Do not remove mecho shades

13.7 FURNITURE

- Shampoo upholstered furniture and clean wood, plastic, and vinyl chairs every four (4) months (three times a year)
- Shampoo and remove stains thoroughly from all upholstered furniture using appropriate cleaning materials for various upholstery types
- Clean thoroughly all wood, plastic and vinyl chairs using appropriate cleaning materials
- Thoroughly vacuum under seat cushions

13.8 RESTROOM WALLS

- Wash and clean thoroughly all restroom walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

13.9 CUBICLE WALLS

- Vacuum and clean thoroughly all cubicle walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

14.0 SUPPLY REQUIREMENTS

The Contractor will provide all supplies necessary to accommodate each library facility needs for each day the library facility is open. A list of required supplies includes:

- White 2-ply toilet paper (roll);
- Toilet seat covers; style appropriate to the various dispensers
- Commercial grade liquid hand soap for dispensing;
- Bi- or Tri-fold paper towels appropriate for the various dispensers;
- Diaper changing table liners; style appropriate to the various dispensers;
- Urinal deodorant cakes;
- Deodorizers (upon the County's request);
- Trash can liners; size appropriate to the receptacles;
- Sanitary napkins/tampons.
- Hand sanitizer

15.0 GREEN INITIATIVES

15.1 The Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

15.2 The Contractor will notify the County's Contract Project Manager of the Contractor's new green initiatives prior to the Contract commencement.

16.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS is a listing of services that are intended to be completely consistent with the Contract and the SOW and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. Refer to the SOW Exhibits, Exhibit 2 – PRS. In any case of apparent inconsistency between services as stated in the Contract, the SOW and the PRS, the meaning apparent in the Contract or the SOW will prevail. If any service seems to be created in the PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor. When the Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days will constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, will be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten (10) business days' written notice with or without cause, as provided for in Section 8.0 – Standard Terms and Conditions, Sub-section 8.43 – Termination for Convenience of the Contract.

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EXHIBIT A

ATTACHMENTS

- I SERVICE LOCATIONS AND HOURS – AREA 6**
- II MAJOR CLEANING MONITORING REPORT**
- III CUSTODIAL CALL BACK REQUEST SLIP**
- IV CUSTODIAL SERVICES EMPLOYEE SIGN-IN LOG**
- V SPECIAL WORK REQUIREMENTS – AREA 6**

ATTACHMENT I

SERVICE LOCATIONS AND HOURS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 6

Library Information

Library Hours

1 Anthony Quinn Library

3965 Cesar Chavez Ave.
Los Angeles, CA 90063

Total Square Feet:	7,275	Sq. Ft.
Glass:	128	Sq. Ft.
Tile:	3,993	Sq. Ft.
Carpet	3,822	Sq. Ft.
Parking Lot	6,710	Sq. Ft.
Number of Light Fixtures:	150	

Monday	11:00 A.M. - 8:00 P.M.
Tuesday	11:00 A.M. - 8:00 P.M.
Wednesday	11:00 A.M. - 6:00 P.M.
Thursday	11:00 A.M. - 6:00 P.M.
Friday	11:00 A.M. - 5:00 P.M.
Saturday	11:00 A.M. - 5:00 P.M.
Sunday	CLOSED

2 Chet Holifield Library

1060 South Greenwood Ave.
Montebello, CA 90640

Total Square Feet:	5,500	Sq. Ft.
Glass:	658	Sq. Ft.
Tile:	4,000	Sq. Ft.
Carpet	0	Sq. Ft.
Parking Lot	5,950	Sq. Ft.
Number of Light Fixtures:	149	

Monday	12:00 P.M. - 7:00 P.M.
Tuesday	12:00 P.M. - 7:00 P.M.
Wednesday	11:00 A.M. - 6:00 P.M.
Thursday	11:00 A.M. - 6:00 P.M.
Friday	CLOSED
Saturday	CLOSED
Sunday	CLOSED

3 City Terrace Library

4025 East City Terrace
Drive
Los Angeles, CA 90063

Total Square Feet:	8,007	Sq. Ft.
Glass:	212	Sq. Ft.
Tile:	2,457	Sq. Ft.
Carpet	5,461	Sq. Ft.
Parking Lot	1,155	Sq. Ft.
Number of Light Fixtures:	171	

Monday	11:00 A.M. - 6:00 P.M.
Tuesday	11:00 A.M. - 6:00 P.M.
Wednesday	11:00 A.M. - 8:00 P.M.
Thursday	11:00 A.M. - 8:00 P.M.
Friday	11:00 A.M. - 5:00 P.M.
Saturday	11:00 A.M. - 5:00 P.M.
Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 6

Library Information

Library Hours

4 East Los Angeles Library

4837 East 3rd Street
Los Angeles, CA 90022

Total Square Feet:	26,300	Sq. Ft.
Glass:	2,847	Sq. Ft.
Tile:	625	Sq. Ft.
Carpet	13,145	Sq. Ft.
Parking Lot	0	Sq. Ft.
Number of Light Fixtures:	731	

Monday	10:00 A.M. - 9:00 P.M.
Tuesday	10:00 A.M. - 9:00 P.M.
Wednesday	10:00 A.M. - 9:00 P.M.
Thursday	10:00 A.M. - 9:00 P.M.
Friday	9:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	1:00 P.M. - 5:00 P.M.

5 El Camino Real Library

4262 East Whittier Blvd.
Los Angeles, CA 90023

Total Square Feet:	3,280	Sq. Ft.
Glass:	389	Sq. Ft.
Tile:	1,075	Sq. Ft.
Carpet	1,925	Sq. Ft.
Parking Lot	1,125	Sq. Ft.
Number of Light Fixtures:	75	

Monday	11:00 A.M. - 7:00 P.M.
Tuesday	11:00 A.M. - 7:00 P.M.
Wednesday	10:00 A.M. - 6:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	11:00 A.M. - 5:00 P.M.
Saturday	11:00 A.M. - 5:00 P.M.
Sunday	CLOSED

6 El Monte Library

3224 Tyler Ave.
El Monte, CA 91731

Total Square Feet:	11,906	Sq. Ft.
Glass:	375	Sq. Ft.
Tile:	972	Sq. Ft.
Carpet	11,228	Sq. Ft.
Parking Lot	36,076	Sq. Ft.
Number of Light Fixtures:	211	

Monday	10:00 A.M. - 8:00 P.M.
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 8:00 P.M.
Friday	9:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	1:00 P.M. - 5:00 P.M.

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 6

Library Information

Library Hours

7 La Canada Flintridge Library

4545 North Oakwood Ave.
La Canada Flintridge, CA 91011

Total Square Feet:	16,791	Sq. Ft.
Glass:	3,000	Sq. Ft.
Tile:	5,550	Sq. Ft.
Carpet	10,954	Sq. Ft.
Parking Lot	3,000	Sq. Ft.
Number of Light Fixtures:	387	

Monday	10:00 A.M. - 8:00 P.M.
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

8 La Crescenta Library

2809 Foothill Blvd.
La Crescenta, CA 91214

Total Square Feet:	15,010	Sq. Ft.
Glass:	3,425	Sq. Ft.
Tile:	5,968	Sq. Ft.
Carpet	8,971	Sq. Ft.
Parking Lot	14,112	Sq. Ft.
Number of Light Fixtures:	180	

Monday	10:00 A.M. - 8:00 P.M.
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	1:00 P.M. - 5:00 P.M.

9 Live Oak Library

4153-5 East Live Oak Ave.
Arcadia, CA 91006

Total Square Feet:	2,891	Sq. Ft.
Glass:	298	Sq. Ft.
Tile:	132	Sq. Ft.
Carpet	2,748	Sq. Ft.
Parking Lot	4,224	Sq. Ft.
Number of Light Fixtures:	20	

Monday	11:00 A.M. - 8:00 P.M.
Tuesday	11:00 A.M. - 8:00 P.M.
Wednesday	11:00 A.M. - 8:00 P.M.
Thursday	12:00 P.M. - 6:00 P.M.
Friday	12:00 P.M. - 5:00 P.M.
Saturday	11:00 A.M. - 5:00 P.M.
Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 6

Library Information

Library Hours

10 Montebello Library

1550 West Beverly Blvd.
Montebello, CA 90640

Total Square Feet:	50,000	Sq. Ft.
Glass:	13,920	Sq. Ft.
Tile:	11,827	Sq. Ft.
Carpet	38,173	Sq. Ft.
Parking Lot	4,473	Sq. Ft.
Number of Light Fixtures:	348	

Monday	10:00 A.M. - 8:00 P.M.
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 6:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

11 Norwood Library

4550 North Peck Rd.
El Monte, CA 97132

Total Square Feet:	10,303	Sq. Ft.
Glass:	477	Sq. Ft.
Tile:	281	Sq. Ft.
Carpet	8,727	Sq. Ft.
Parking Lot	16,648	Sq. Ft.
Number of Light Fixtures:	248	

Monday	10:00 A.M. - 8:00 P.M.
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	10:00 A.M. - 8:00 P.M.
Friday	9:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

12 Rosemead Library

8800 Valley Blvd.
Rosemead, CA 91770

Total Square Feet:	29,860	Sq. Ft.
Glass:	1,132	Sq. Ft.
Tile:	29,538	Sq. Ft.
Carpet	540	Sq. Ft.
Parking Lot	27,723	Sq. Ft.
Number of Light Fixtures:	489	

Monday	CLOSED
Tuesday	12:00 P.M. - 8:00 P.M.
Wednesday	12:00 P.M. - 8:00 P.M.
Thursday	10:00 A.M. - 6:00 P.M.
Friday	12:00 P.M. - 5:00 P.M.
Saturday	11:00 A.M. - 5:00 P.M.
Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 6

Library Information

Library Hours

13 San Gabriel Library

500 South Del Mar Ave.
San Gabriel, CA 91776

Total Square Feet:	13,718	Sq. Ft.
Glass:	740	Sq. Ft.
Tile:	1,000	Sq. Ft.
Carpet:	12,391	Sq. Ft.
Parking Lot	10,366	Sq. Ft.
Number of Light Fixtures:	724	

Monday	10:00 A.M. - 8:00 P.M.
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	12:00 P.M. - 6:00 P.M.
Friday	12:00 P.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

14 South El Monte Library

1430 North Central Ave.
South El Monte, CA 91733

Total Square Feet:	6,416	Sq. Ft.
Glass:	627	Sq. Ft.
Tile:	777	Sq. Ft.
Carpet:	4,190	Sq. Ft.
Parking Lot	11,176	Sq. Ft.
Number of Light Fixtures:	216	

Monday	CLOSED
Tuesday	1:00 P.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 5:00 P.M.
Thursday	1:00 P.M. - 8:00 P.M.
Friday	10:00 A.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

15 Temple City Library

5939 Golden West Ave.
Temple City, CA 91780

Total Square Feet:	12,182	Sq. Ft.
Glass:	994	Sq. Ft.
Tile:	1,611	Sq. Ft.
Carpet:	9,797	Sq. Ft.
Parking Lot	3,900	Sq. Ft.
Number of Light Fixtures:	91	

Monday	10:00 A.M. - 6:00 P.M.
Tuesday	10:00 A.M. - 8:00 P.M.
Wednesday	10:00 A.M. - 8:00 P.M.
Thursday	12:00 P.M. - 8:00 P.M.
Friday	12:00 P.M. - 5:00 P.M.
Saturday	10:00 A.M. - 5:00 P.M.
Sunday	CLOSED

ATTACHMENT II

MAJOR CLEANING MONITORING REPORT

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
MAJOR CLEANING MONITORING REPORT

CONTRACTOR'S STAFF USE ONLY

PLEASE COMPLETE AND PLACE FORM ON THE CIRCULATION COUNTER
WHERE EASILY SEEN

Library Name: _____ Date: _____

Name of Company: _____ Completed by: _____

THIS LIBRARY RECEIVED THE FOLLOWING MAJOR CLEANING SERVICE:

- Floor Stripped & Waxed/Sealed
 - Carpet Shampooed
 - Light Fixtures Cleaned
 - Windows Cleaned (Interior and Exterior)
 - Ceiling/Wall Vents Cleaned
 - Furniture Cleaned/Polished/Shampooed
 - Restroom Walls Cleaned
 - Window Blinds/Mecho Shades Cleaned
 - Cubicle Walls Cleaned
- Custodial Comments Only: _____

CORRECTION DATE FOR ANY UNSATISFACTORY RATING: _____

LIBRARY STAFF USE ONLY

PLEASE SIGN AND FAX THIS FORM IMMEDIATELY TO: **Contract Services**
LHQ - Facilities Services
(562) 803 - 0016

CLM's Name (Print): _____

CLM's Signature: _____ Date: _____

- Cleaning Satisfactory
- Cleaning Unsatisfactory
- Job Not Done

Library Staff Comments Only: _____

Corrections Done – Satisfactory Library Signature: _____ Date: _____

CONTRACT STAFF USE ONLY

Comments: _____

Logged and Filed **COMPLETE**

ATTACHMENT III

CUSTODIAL CALL BACK REQUEST SLIP

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL CALL BACK REQUEST SLIP

CONTRACTOR USE ONLY

Date of Request: _____ Time Request Received From PL: _____

Library Name: _____

Starting Location: _____ Start Travel Time: _____ End Travel Time: _____
(City)

Contractor Company Name: _____

Contractor Employee Name (Print): _____

THE FOLLOWING CALL BACK HAS BEEN REQUESTED FOR THIS LIBRARY:

LIBRARY STAFF USE ONLY

INSTRUCTIONS TO LIBRARY STAFF:

Please ensure that the custodial staff signs in immediately upon arrival and signs out when work is completed. Please initial VERIFYING arrival and departure times. **Immediately fax completed form to Contracts Unit at (562) 803-0016.**

Time of Arrival: _____ a.m. / p.m. Time of Departure: _____ a.m. / p.m.

Custodian Initial: _____ Library Staff Initial: _____

Your signature below indicates that the call back request has been completed.

Staff Name (Print): _____

Staff Signature: _____ Date: _____

CONTRACT STAFF ONLY

Comments:

Service Time: _____
Travel Time: _____
Total Actual Hours: _____
(Service & Travel)
Total Billed Hours: _____

INVOICE RECEIVED: Invoice No.: _____

Logged -COMPLETE

ATTACHMENT IV

**CUSTODIAL SERVICES
EMPLOYEE SIGN-IN/SIGN-OUT LOG**

ATTACHMENT V

SPECIAL WORK REQUIREMENTS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SPECIAL WORK REQUIREMENTS**

CUSTODIAL SERVICES – AREA 6

- **NONE**

**STATEMENT OF WORK
EXHIBITS**

STATEMENT OF WORK EXHIBITS

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7400 E. IMPERIAL HWY. • P.O. BOX 7011 • DOWNEY, CA 90241-7011 • PHONE: 562-940-8485 • FAX: 562-803-0016

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: **January 1, 2015**

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.,

FROM:	Jane Smith	Phone No.:	(562) 940 – 6919
	Contract Services Unit	Fax No.:	(562) 803 – 0016

CONTRACT NO. **12345** CONTRACT TITLE: **CUSTODIAL SERVICES – AREA 4**

TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the Contract Services Coordinator.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The Contract Services Coordinator will evaluate the Contractor's response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Sub-Section 4.3	Term of Contract	Contractor must comply with the requirements specified in Sub-Section 4.3	Receipt of document	\$200 per occurrence
Contract: Sub-Section 5.5	Contract Sum	Contractor must send written notification that the Contractor has incurred 75% of the total contract authorization.	Receipt of document	\$200 per occurrence
Contract: Section 7.0	Administration of Contract – Contractor	Contractor shall notify the County in writing of any changes.	Receipt of document	\$200 per occurrence
Contract: Sub-Section 7.3	Contractor's Staff Identification	Contractor must comply with the requirements specified in Sub-Section 7.3	Inspection and Observation	\$200 per occurrence
Contract: Sub-Section 7.4	Background and Security Investigations	Contractor must comply with the requirements specified in Sub-Section 7.4	Inspection and Observation	\$500 per occurrence
Contract: Sub-Section 8.5	Complaints	Contractor must comply with the requirements specified in Sub-Section 8.5	Inspection, Observation and Receipt of document	\$200 per occurrence
Contract: Sub-Section 8.25	General Provisions For All Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.26	Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.29	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub-Section 8.29	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.40	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-Section 8.40	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Paragraph	County's Living Wage Program –	Contractor must distribute County	Inspection and	\$500 per occurrence, per

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
9.1.6	Notification to Employees	provided notices to each employee at least once per year.	Documentation	employee
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Certified Monitoring Reports	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 1.	Observation and monthly monitoring reports	\$100 per calendar day will be assessed until receipt of complete and accurate reports
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Payment of Less than the Required Living Wage	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 2	Observation and monthly monitoring reports	\$500 per occurrence
Contract: Paragraph 9.1.8	County's Living Wage Program – Use of Full-Time Employees	Contractor must comply with the requirements of Paragraph 9.1.8	Observation and monthly monitoring reports	\$500 per occurrence
SOW: Section 4.0	Quality Control	Contractor must comply with the requirements specified in Section 4.0	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.1	Quality Assurance Plan - Meetings	Contractor attendance at all required County meetings.	Inspection and Observation	\$200 per occurrence
SOW: Paragraph 6.2.1	Furnished Items - Keys/Access Cards/Remote Controls	Secure and maintain keys/access cards/remote controls. Contractor responsible for replacement/theft/loss.	Observation	Contractor pays for re-keying of facility due to lost key(s)/key card
SOW: Paragraph 6.2.2	Furnished Items – Alarm Codes	Properly arm the intrusion alarm and prevent false alarms	Observation	\$200 per occurrence plus cost of fines incurred
SOW: Paragraph 6.2.3	Furnished Items – Utilities	Contractor shall not use County peripherals for private use.	Inspection and Observation	\$100 per occurrence
SOW: Paragraph 6.2.5	Furnished Items – Storage	Secure and maintain County provided storage area.	Inspection and Observation	\$100 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Sub-Section 6.3	Contractor – Contractor Project Manager	Provide a Contractor Project Manager accessible all hours 365 days/year. Notify Changes to County Contract Project Manager.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.4	Contractor - Personnel	Contractor must comply with the requirements of Sub-Section 6.4	Observation	\$200 per occurrence
SOW: Sub-Section 6.5	Uniforms and Identification Badges	Contractor must comply with the requirements specified in Sub-Section 6.5.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.6	Materials and Equipment	Contractor must comply with the requirements specified in Sub-Section 6.6.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.7	Training	Contractor must comply with the requirements specified in Sub-Section 6.7	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.8	Contractor's Office	Contractor must comply with the requirements specified in Sub-Section 6.8.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.9	Contractor's Damage	Contractor must comply with the requirements specified in Sub-Section 6.9.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.11	Facility Security	Contractor must comply with the requirements specified in Sub-Section 6.11.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 7.0	Hours/Days of Work	Contractor must to comply with the requirements of Section 7.0.	Inspection and Observation	\$200 per occurrence
SOW: Sub-Section 8.0	Work Schedules	Contractor must comply with the requirements specified in Section 8.0.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 9.6	Unanticipated Work - Call Back	100 % Completion of Required Services. Contractor must comply with Sub-Section 9.6.	Inspection and Observation	\$500 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 10.0	Sign-In Requirements	Contractor must comply with the requirements specified in Section 10.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 11.0	Specific Daily Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 11.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 12.0	Specific Weekly Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 12.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 13.0	Annual Scheduled Major Cleaning Services	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 13.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 14.0	Supply Requirements	Contractor must comply with the requirements specified in Section 14.0.	Inspection and Observation	\$100 per occurrence per facility

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

EXHIBIT B

PRICING SCHEDULE

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Anthony Quinn Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>12</u> hours per week <u>51.5</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$59.90	239.58
B. CARPET (SOW 13.2)	4	\$191.10	764.40
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$38.48	115.44
D. CEILING/WALL VENTS (SOW 13.4)	3	\$38.48	115.44
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$315.00	630.00
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$19.24	57.72
G. FURNITURE (SOW 13.7)	3	\$96.20	288.60
H. RESTROOM WALLS (SOW 13.8)	2	\$38.48	76.96
I. CUBICLE WALLS (SOW 13.9)	2	19.24	38.48

TOTAL COST PER YEAR (Section I and II):

\$ 19,979.88

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 64.03 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 48.02 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Chet Holifield Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	1	2.5 hours per week 11.5 hours per month
Custodian:	1	6 hours per week 25.75 hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$60.00	240.00
B. CARPET (SOW 13.2)	4	\$297.50	1,190.00
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$28.86	86.58
D. CEILING/WALL VENTS (SOW 13.4)	3	\$57.72	173.16
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$312.90	625.80
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$28.86	86.58
G. FURNITURE (SOW 13.7)	3	\$96.20	288.60
H. RESTROOM WALLS (SOW 13.8)	2	\$48.10	96.20
I. CUBICLE WALLS (SOW 13.9)	2	38.48	76.96
		\$	\$14,835.84

TOTAL COST PER YEAR (Section I and II):

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 77.27 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 57.95 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: City Terrace Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service		
Supervisor:	<u>1</u>	<u>2.5</u>	hours per week	<u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>12</u>	hours per week	<u>51.5</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$36.86	147.42
B. CARPET (SOW 13.2)	4	\$273.05	1,092.20
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$19.24	57.72
D. CEILING/WALL VENTS (SOW 13.4)	3	\$38.48	115.44
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$359.10	718.20
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$38.48	115.44
G. FURNITURE (SOW 13.7)	3	\$96.20	288.60
H. RESTROOM WALLS (SOW 13.8)	2	\$57.72	115.44
I. CUBICLE WALLS (SOW 13.9)	2	38.48	76.96

TOTAL COST PER YEAR (Section I and II):

\$ 22,384.56

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 71.36 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 53.52 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: East LA Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>2</u>	<u>56</u> hours per week <u>240</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$9.38	37.50
B. CARPET (SOW 13.2)	4	\$657.25	2,629.00
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$153.92	461.76
D. CEILING/WALL VENTS (SOW 13.4)	3	\$153.92	461.76
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$1,535.10	3,070.20
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$115.44	346.32
G. FURNITURE (SOW 13.7)	3	\$307.84	923.52
H. RESTROOM WALLS (SOW 13.8)	2	\$96.20	192.40
I. CUBICLE WALLS (SOW 13.9)	2	153.92	307.84
		\$	65,697.84

TOTAL COST PER YEAR (Section I and II):

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library

\$ 182.49 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 136.87 per day (use figures)

REQUIRED FORMS – EXHIBIT 11 PRICING SCHEDULE

FACILITY: El Camino LA Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service
Supervisor:	1	2.5	hours per week 11.5 hours per month
Custodian:	1	9	hours per week 38 hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$16.13	64.50
B. CARPET (SOW 13.2)	4	\$96.25	385.00
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$75.00	225.00
D. CEILING/WALL VENTS (SOW 13.4)	3	\$60.00	180.00
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$157.50	315.00
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$60.00	180.00
G. FURNITURE (SOW 13.7)	3	\$150.00	450.00
H. RESTROOM WALLS (SOW 13.8)	2	\$75.00	150.00
I. CUBICLE WALLS (SOW 13.9)	2	60.00	120.00
TOTAL COST PER YEAR (Section I and II):			\$ 16,188.48

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 51.88 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 38.91 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: El Monte Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>2.5</u> hours per week	<u>11.5</u> hours per month	
Custodian:	<u>1</u>	<u>24</u> hours per week	<u>103</u> hours per month	

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$14.58	58.32
B. CARPET (SOW 13.2)	4	\$561.40	2,245.60
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$28.86	86.58
D. CEILING/WALL VENTS (SOW 13.4)	3	\$9.00	173.16
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$443.10	886.20
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$28.86	86.58
G. FURNITURE (SOW 13.7)	3	\$76.96	230.88
H. RESTROOM WALLS (SOW 13.8)	2	\$48.10	96.20
I. CUBICLE WALLS (SOW 13.9)	2	\$38.48	76.96
		\$	32,885.52

TOTAL COST PER YEAR (Section I and II):

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 103.00 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 77.25 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: La Canada LA Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>26</u> hours per week <u>103</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>\$83.25</u>	<u>333.00</u>
B. CARPET (SOW 13.2)	4	<u>\$547.70</u>	<u>2,190.80</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>\$307.84</u>	<u>923.52</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>\$153.92</u>	<u>461.76</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>\$812.70</u>	<u>1,625.40</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>\$115.44</u>	<u>346.32</u>
G. FURNITURE (SOW 13.7)	3	<u>\$230.88</u>	<u>692.64</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>\$76.96</u>	<u>153.92</u>
I. CUBICLE WALLS (SOW 13.9)	2	<u>48.10</u>	<u>96.20</u>

TOTAL COST PER YEAR (Section I and II):

\$ 33,586.80

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$ 30.00 Per Hour</u>
Calcium Treatment (Drinking Fountain)	<u>\$ 30.00 per hour</u>
Carpeted Wall Cleaning	<u>\$ 30.00 per hour</u>
Entrance/Walkway Cleaning	<u>\$ 30.00 per hour</u>
Power Washing	<u>\$ 25.00 per 1,000sf</u>
Porter Services	<u>\$ 30.00 per hours</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 107.65 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 80.73 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: La Crescenta LA Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>28</u> hours per week <u>120</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$89.52	358.08
B. CARPET (SOW 13.2)	4	\$448.55	1,794.20
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$461.76	1,385.28
D. CEILING/WALL VENTS (SOW 13.4)	3	\$307.84	923.52
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$378.00	756.00
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$192.40	577.20
G. FURNITURE (SOW 13.7)	3	\$230.88	692.64
H. RESTROOM WALLS (SOW 13.8)	2	\$76.96	153.92
I. CUBICLE WALLS (SOW 13.9)	2	96.20	192.40
		\$	\$36,663.48

TOTAL COST PER YEAR (Section I and II):

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:	Cost Per Request
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library. \$ 101.84 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies) \$ 76.38 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Live Oak Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	1	2.5 hours per week 11.5 hours per month
Custodian:	1	6 hours per week 25.8 hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$1.98	7.92
B. CARPET (SOW 13.2)	4	\$137.40	549.60
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$28.86	86.58
D. CEILING/WALL VENTS (SOW 13.4)	3	\$28.86	86.58
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$42.00	84.00
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$38.48	115.44
G. FURNITURE (SOW 13.7)	3	\$76.96	230.88
H. RESTROOM WALLS (SOW 13.8)	2	\$38.48	76.96
I. CUBICLE WALLS (SOW 13.9)	2	19.24	38.48
		\$	16,088.40

TOTAL COST PER YEAR (Section I and II):

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library. \$ 51.56 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies) \$ 38.67 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Montebello Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>2.5</u>	hours per week	<u>11.5</u> hours per month
Custodian:	<u>2</u>	<u>39</u>	hours per week	<u>167</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$177.41	709.62
B. CARPET (SOW 13.2)	4	\$1,908.65	7,634.60
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$153.92	461.76
D. CEILING/WALL VENTS (SOW 13.4)	3	\$153.92	461.76
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$730.80	1,461.60
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$153.92	461.76
G. FURNITURE (SOW 13.7)	3	\$307.84	923.52
H. RESTROOM WALLS (SOW 13.8)	2	\$76.96	153.92
I. CUBICLE WALLS (SOW 13.9)	2	76.96	153.92

TOTAL COST PER YEAR (Section I and II):

\$ 64,203.24

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	\$ <u>30.00 Per Hour</u>
Calcium Treatment (Drinking Fountain)	\$ <u>30.00 per hour</u>
Carpeted Wall Cleaning	\$ <u>30.00 per hour</u>
Entrance/Walkway Cleaning	\$ <u>30.00 per hour</u>
Power Washing	\$ <u>25.00 per 1,000sf</u>
Porter Services	\$ <u>30.00 per hours</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 205.77 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 154.33 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Norwood Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>16.5</u> hours per week <u>68</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$4.22	16.86
B. CARPET (SOW 13.2)	4	\$436.35	1,745.40
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$38.48	115.44
D. CEILING/WALL VENTS (SOW 13.4)	3	\$76.96	230.88
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$520.80	1,041.60
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$76.96	230.88
G. FURNITURE (SOW 13.7)	3	\$153.92	461.76
H. RESTROOM WALLS (SOW 13.8)	2	\$48.10	96.20
I. CUBICLE WALLS (SOW 13.9)	2	19.24	38.48

TOTAL COST PER YEAR (Section I and II):

\$ 26,368.08

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 84.51 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 63.38 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Rosemead Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>32.5</u> hours per week <u>139.75</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$443.07	1,772.28
B. CARPET (SOW 13.2)	4	\$27	108
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$76.96	230.88
D. CEILING/WALL VENTS (SOW 13.4)	3	\$76.96	230.88
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$1,026.90	2,053.80
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$76.96	230.88
G. FURNITURE (SOW 13.7)	3	\$153.92	461.76
H. RESTROOM WALLS (SOW 13.8)	2	\$48.10	96.20
I. CUBICLE WALLS (SOW 13.9)	2	38.48	76.96
			\$ 47,102.88

TOTAL COST PER YEAR (Section I and II):

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 178.42 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 133.81 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: San Gabriel Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>21</u> hours per week <u>90</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$15.00	60.00
B. CARPET (SOW 13.2)	4	\$619.55	2,478.20
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$67.34	202.02
D. CEILING/WALL VENTS (SOW 13.4)	3	\$76.96	230.88
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$1,520.40	3,040.80
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$57.72	173.16
G. FURNITURE (SOW 13.7)	3	\$153.92	461.76
H. RESTROOM WALLS (SOW 13.8)	2	\$38.48	76.96
I. CUBICLE WALLS (SOW 13.9)	2	38.48	76.96
		\$	17,886.48

TOTAL COST PER YEAR (Section I and II):

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library
 \$ 96.21 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)
 \$ 72.15 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: S. El Monte Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	<u>1</u>	<u>2.5</u> hours per week <u>11.5</u> hours per month
Custodian:	<u>1</u>	<u>8.75</u> hours per week <u>37.75</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$11.66	46.62
B. CARPET (SOW 13.2)	4	\$209.50	838.00
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$38.48	115.44
D. CEILING/WALL VENTS (SOW 13.4)	3	\$38.48	115.44
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$453.60	907.20
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$19.24	57.72
G. FURNITURE (SOW 13.7)	3	\$96.20	288.60
H. RESTROOM WALLS (SOW 13.8)	2	\$48.10	96.20
I. CUBICLE WALLS (SOW 13.9)	2	38.48	76.96

TOTAL COST PER YEAR (Section I and II):

\$ 17,886.48

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 67.75 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 50.81 per day (use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

FACILITY: Temple City Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service
Supervisor:	1	2.5 hours per week 11.5 hours per month
Custodian:	1	18 hours per week 77 hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES

	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$24.17	96.66
B. CARPET (SOW 13.2)	4	\$489.85	1,959.40
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$38.48	115.44
D. CEILING/WALL VENTS (SOW 13.4)	3	\$38.48	155.44
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$191.10	382.20
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$19.24	57.72
G. FURNITURE (SOW 13.7)	3	\$96.20	288.60
H. RESTROOM WALLS (SOW 13.8)	2	\$48.10	96.20
I. CUBICLE WALLS (SOW 13.9)	2	38.48	76.96

TOTAL COST PER YEAR (Section I and II):

\$ 26,819.04

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	\$ 30.00 Per Hour
Calcium Treatment (Drinking Fountain)	\$ 30.00 per hour
Carpeted Wall Cleaning	\$ 30.00 per hour
Entrance/Walkway Cleaning	\$ 30.00 per hour
Power Washing	\$ 25.00 per 1,000sf
Porter Services	\$ 30.00 per hours

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library. \$ 85.95 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies) \$ 64.46 per day (use figures)

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR’S PROPOSED SCHEDULE

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for custodial services at the County of Los Angeles Public Library Custodial Services – Area 6 as identified in the attached specifications.

Said work will be done for the period prescribed and in the manner set forth in said specifications and compensation therefore will be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence Public Library custodial services on 15 days’ notice.

I agree to provide the specified services at the County of Los Angeles Public Library in accordance with the attached specifications for the following submitted compensation which will apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR AREA 6:

\$ 39, 227.24 per month (use figures)

ANNUAL CONTRACTOR FEE FOR EACH OF THE FOUR (4) CONTRACT YEARS OF AREA 6 (same amount for each year)

\$ 470, 726.88 per year (use figures)

EMPLOYEE RATES:

Supervisors: 1 Minimum Hourly Wage: 15.45

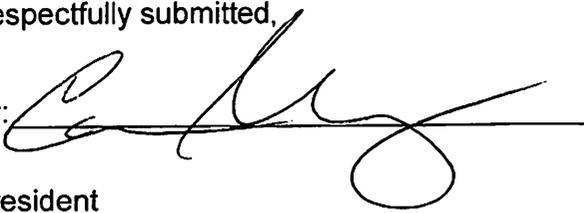
Custodians: 11 Minimum Hourly Wage: 12.30

Other (Major Cleaning): Minimum Hourly Wage: 11.00

"CALL-BACK" RATE: \$ 45.00 per hour

"ADDITIONAL/SPECIALTY AS-NEEDED SERVICES" RATES: See *Exhibit B – Pricing Schedule* of each facility (Library).

Respectfully submitted,

By: 

President
Title

August 27, 2015
Date

Lincoln Training Center
Firm or Corporation Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Lincoln Training Center

Contractor Name

2643 Loma Ave. South El Monte, CA 91733

Address

95-227-6055

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Caron Nunez, President

Authorized Official's Printed Name and Title

Authorized Official's Signature

November 3, 2015

Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CUSTODIAL SERVICES

COUNTY PROJECT DIRECTOR:

Name: **Yolanda De Ramus**
Title: Acting County Librarian
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 840-8412 Facsimile: (562) 803-3032
E-Mail Address: yderamus@library.lacounty.gov

COUNTY PROJECT MANAGER:

Name: **Elsa Muñoz**
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8450 Facsimile: (562) 803-0330
E-Mail Address: emunoz@library.lacounty.gov

COUNTY PROJECT MONITOR:

Name: **Gilbert A. Garcia**
Title: Contracts Services Coordinator
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8478 Facsimile: (562) 803-0016
E-Mail Address: ggarcia@library.lacounty.gov

COUNTY PROJECT ANALYST:

Name: Maria Vadai, Contracts Analyst
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8485 Facsimile: (562) 803-0016
E-Mail Address: mvadai@library.lacounty.gov
contractservices@library.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Lincoln Training Center**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**Name: Edwin SanchezTitle: Quality Control ManagerAddress: 2643 Loma AvenueSouth El Monte, CA 91733Telephone: 626-222-7376Facsimile: 626-442-0177E-Mail Address: Edwins@lincolntc.org**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Caron NunezTitle: PresidentAddress: 2643 Loma AvenueSouth El Monte, CA 91733Telephone: 626-442-0621Facsimile: 626-442-0177E-Mail Address: Caronn@lincolntc.orgName: Gary GriffenTitle: Executive Vice PresidentAddress: 2643 Loma AvenueSouth El Monte, CA 91733Telephone: 626-636-2559Facsimile: 626-442-0177E-Mail Address: Garyg@lincolntc.org**Notices to Contractor shall be sent to the following:**Name: Casey RichardsTitle: Director, Community ServicesAddress: 2643 Loma AvenueSouth El Monte, CA 91733Telephone: 626-636-2553Facsimile: 626-442-0177E-Mail Address: Caseyr@lincolntc.org

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Lincoln Training Center Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  _____

DATE: 11 / 03 / 2015

PRINTED NAME: Caron Nunez _____

POSITION: President _____

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

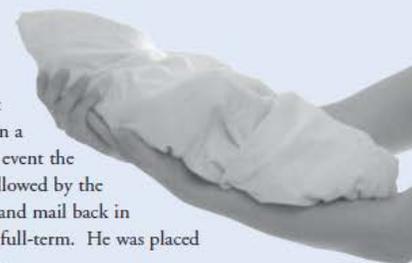
What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

LIVING WAGE ORDINANCE

Sections:**2.201.010 - Findings.****2.201.020 - Definitions.****2.201.030 - Prospective effect.****2.201.040 - Payment of living wage.****2.201.050 - Other provisions.****2.201.060 - Employer retaliation prohibited.****2.201.070 - Employee retention rights.****2.201.080 - Enforcement and remedies.****2.201.090 - Exceptions.****2.201.100 - Severability.****2.201.010 - Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007; 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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- 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.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business.
(Ord. 2007-0011 §2, 2007: 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. ^[152] 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.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

(Ord. 2007-0011 § 3, 2007: 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 Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive 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. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)*

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. *(Ord. 99-0048 § 1 (part), 1999.)*

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.
(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or

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Chapter 2.201 LIVING WAGE PROGRAM

- D. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.
(Ord. 2007-0011 § 4, 2007: 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.)

FOOTNOTE(S):

⁽¹⁵²⁾ **Editor's note**— Ordinance 99-0048, which enacted Ch.2.201, is effective on July 22, 1999.

EXHIBIT K

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS



EXHIBIT K

**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 reports. Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign this form before submitting.

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

(1) Name: Contractor Subcontractor 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 & Last 4 digits of SSN	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (18x19)
		1	2	3	4	5						
1												
2												
3												
4												
5												

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. Print Authorized Name:	Total (This Page)	0	0	0	0	0	0		0		0	0
	Grand Total (All Pages)											

Authorized Signature: _____ Date: _____ Title: _____ Telephone Number (include area code) () _____ Page: _____ of _____

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

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
indirectly, from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended
(48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 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:
Date:
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 CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT M

CALIFORNIA LABOR CODE SECTIONS 1060-1065

LABOR CODE

SECTION 1060-1065

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

EXHIBIT N

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
- 3. A purchase made through a state or federal contract;
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
- 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT O

FACILITIES MAINTENANCE COST

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES – AREA 6**

FACILITIES MAINTENANCE COST

Library Facilities	Annual Amount	Monthly Amount
Anthony Quinn	\$19,979.88	\$1,664.99
Chet Holifield	\$14,839.56	\$1,236.63
City Terrace	\$22,372.56	\$1,864.38
East Los Angeles	\$65,697.84	\$5,474.82
El Camino Real	\$16,188.48	\$1,349.04
El Monte	\$32,885.52	\$2,740.46
La Canada Flintridge	\$33,586.80	\$2,798.90
La Crescenta	\$34,290.12	\$2,857.51
Live Oak	\$16,088.40	\$1,340.70
Montebello	\$64,203.24	\$5,350.27
Norwood	\$26,368.08	\$2,197.34
Rosemead	\$49,502.40	\$4,125.20
San Gabriel	\$30,018.48	\$2,501.54
South El Monte	\$17,886.48	\$1,490.54
Temple City	\$26,819.04	\$2,234.92
Total	\$470,726.88	\$39,227.24

**CUSTODIAL SERVICES
AREA 8**



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PRIDE INDUSTRIES ONE, INC.

FOR

CUSTODIAL SERVICES

AREA 8

78450

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- O FACILITIES MAINTENANCE COST

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PRIDE INDUSTRIES ONE, INC.
FOR
CUSTODIAL SERVICES – AREA 8**

This Contract (“Contract”) made and entered into this 1st day of December, 2015 by and between the County of Los Angeles, hereinafter referred to as County and **PRIDE Industries One, Inc.**, hereinafter referred to as “Contractor”. **PRIDE Industries One, Inc.** is located at 10030 Foothills Blvd., Roseville, CA 95747.

RECITALS

WHEREAS, the County may contract with private businesses for Custodial Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Custodial Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Custodial Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance

Displaced Janitor Opportunity Act

- 1.13 EXHIBIT M – California Labor Code Sections 1060-1065

Defaulted Property Tax Reduction Program

- 1.14 EXHIBIT N – Defaulted Property Tax Reduction Program

Facilities Maintenance Cost

- 1.15 EXHIBIT O – Facilities Maintenance Cost

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Contract Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Contract Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **County Librarian:** Head of the County of Los Angeles Public Library
- 2.8 **Day(s):** Business day(s) unless otherwise specified.
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1 and ending the following June 30.
- 2.10 **Public Library:** County of Los Angeles Public Library.
- 2.11 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor will fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be four (4) years commencing upon execution by the County's Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County will have the sole option to extend this Contract term for up to **one (1)** additional one-year period and **six (6)** month-to-month extensions for a maximum total Contract term of **five (5)** years and **six (6)** months. Each such option and extension will be exercised at the sole discretion of the County Librarian, or his/her designee, as authorized by the Board.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor will notify the Public Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to the County Contract Project Manager at the address herein provided in Exhibit E - County's Administration. The Contractor, in said notification, will make the County aware of its intent to exercise the applicable option year or month-to-month extensions.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit C - Contractor's Proposed Schedule, and will not exceed Four Hundred Sixty-Six Thousand Four Hundred Thirteen Dollars and Sixty-Eight Cents **(\$466,413.68)** for each year of this Contract, except as set forth in Sub-section 8.1 – Amendments. The maximum contract sum is comprised of the Contractor's annual fee of **(\$424,012.44)**, and an annual estimate for unanticipated work of **(\$42,401.24)** for as-needed custodial services as authorized in Section 9.0, Unanticipated Work, of the Statement of Work.
- 5.2 The Contractor will be paid the monthly Contract fee of Thirty-Five Thousand Three Hundred Thirty-Four Dollars and Thirty-Seven Cents **(\$35,334.37)**, and will not exceed Four Hundred Twenty-Four Thousand Twelve Dollars and Forty-Four Cents **(\$424,012.44)** for each year of this Contract.
- 5.3 The use of the maximum contract sum for any unanticipated work is not guaranteed by the County, and is contingent upon the Public Library's adopted budget and needs.
- 5.4 The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will not occur except with the County's express prior written approval.

5.5 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor will send written notification to County Contract Project Manager at the address herein provided in Exhibit E – County's Administration.

5.6 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it will immediately notify the County and will immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.7 **INVOICES AND PAYMENTS**

5.7.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – Statement of Work and elsewhere hereunder. The Contractor will prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B – Pricing Schedule and Exhibit C – Contractor's Proposed Schedule, and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.7.2 The Contractor's invoices will be priced in accordance with Exhibit B – Pricing Schedule, Exhibit C – Contractor's Proposed Schedule, and Exhibit O – Facilities Maintenance Cost.

5.7.3 The Contractor's invoices will contain the information set forth in Exhibit A – Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.7.4 The Contractor will submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

- **Exhibit K – Monthly Certification for Applicable Health Benefit Payments** (if applicable)
- **Exhibit L – Payroll Statement of Compliance**

5.7.5 All invoices under this Contract will be submitted to the County Contract Project Manager and/or the County Contract Project Monitor at the physical or electronic address herein provided in Exhibit E – County’s Administration.

5.7.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Contract Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.7.7 The County may deduct from the payment, amounts assessed which may include but not limited to, liquidated damages, replacement cost of services, cost for damages to County equipment and/or facilities or any other offset in accordance with the terms and conditions of this Contract.

5.7.8 The Contractor will be paid approximately forty-five (45) days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County’s Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT PROJECT DIRECTOR

The role of the County Contract Project Director may include:

- coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event will Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 COUNTY CONTRACT PROJECT MANAGER

The role of the County Contract Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- approving call-back services as provided herein.

The County Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 COUNTY CONTRACT PROJECT MONITOR

The role of the County Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County Contract Project Monitor reports to the County Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 CONTRACTOR PROJECT MANAGER

- 7.1.1 The Contractor Project Manager is designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County Contract Project Manager and County Contract Project Monitor on a regular basis.

7.1.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry to include but not limited to; overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

7.2 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and Public Library, at any time during the term of this Contract.

7.2.1 Contractor staff removed pursuant to this Sub-section will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

The Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.3.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor personnel must immediately comply with such request.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.4 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

- 7.5.1 The Contractor will maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment will be prepared and executed by the Contractor and by the Board, for the exceptions that (a) the Term of the Contract was not otherwise authorized by section 4.0 and (b) the County Librarian is expressly authorized to increase the contract sum set forth in Section 5.0, Contract Sum, not to exceed ten percent (10%) of the total annual contractor's fee, originally approved by the Board, for a particular contract year, due to changes to the number or size of facilities or days of services pursuant to Paragraph 8.1.4 and to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee. Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.

8.1.3 The County Librarian or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and

executed by the Contractor and by the Contractor and by the County Librarian, or his/her designee.

- 8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A, Statement of Work (SOW), Attachments I – Service Location and Specifications. The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per library facility. This cost estimate will not exceed the cost to provide custodial services for similar sized library facilities being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. Upon Board delegation, the County Librarian or his/her designee will have authority to sign the amendment for the County. All standard terms and conditions in the current Contract will extend to any library facility added in the amendment.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor will not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent will be null and void. For purposes of this Sub-section, County consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor will continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor will develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor will preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses will be sent to the County Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 8.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor

for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor will comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH DISPLACED JANITOR OPPORTUNITY ACT

This Contract is subject to the provisions of California Labor Code Section 1060-1065: Chapter 4.5 Displaced Janitors Opportunity Act because it is a Contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002. A copy is provided in Exhibit M - California Labor Code Sections 1060-1065.

Under this Act, as specified, a successor Contractor or successor Subcontractor will retain, for a sixty (60) day transition employment period, employees who have been employed by the terminated Contractor or its Subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor Contractor or successor Subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated Contract.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the

Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor will comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to the County. Full written disclosure will include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph will be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors will report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality,

fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the

County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.17.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs will be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by County, as determined by the County, for such repairs will be repaid by the Contractor by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

8.18.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor will obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor will retain all such documentation for all covered employees for the period prescribed by law.

8.18.2 The Contractor will indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

The Contractor will comply with all applicable provisions of the Federal Fair Labor Standards Act and will indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.21 FORCE MAJEURE

8.21.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such

failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.21.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

8.23.1 This Contract is by and between the County and the Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.23.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages,

unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.23.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.23.4 The Contractor will adhere to the provisions stated in Sub-section 7.5 - Confidentiality.

8.24 INDEMNIFICATION

The Contractor will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.25 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates will be provided to the County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements will be sent to the County Contract Project Manager at the physical or electronic address herein provided in Exhibit E – County's Administration.

Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also will promptly notify the County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.25.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively the County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents

additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.25.3 Cancellation of or Changes in Insurance

Contractor will provide the County with, or the Contractor's insurance policies will contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.25.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.25.5 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.25.6 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to the Contractor. Any County maintained

insurance or self-insurance coverage will be in excess of and not contribute to any Contractor coverage.

8.25.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.25.8 Sub-Contractor Insurance Coverage Requirements

The Contractor will include all Sub-Contractors as insureds under Contractor's own policies, or will provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor will be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and will require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor will obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.25.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. The Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.25.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the

underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 Separation of Insureds

All liability policies will provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.25.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents will be designated as an Additional Covered Party under any approved program.

8.25.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.26 INSURANCE COVERAGE

8.26.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.26.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased

employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form will be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.27 LIQUIDATED DAMAGES

- 8.27.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.27.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars (\$200) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Exhibit 2, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all

deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in sub-paragraph 8.27.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This sub-paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.27.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices will be immediately extended to the County.

8.29 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.29.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.29.2 The Contractor will certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.29.3 The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.29 when so requested by the County.
- 8.29.7 If the County finds that any provisions of this sub-paragraph 8.29 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON-EXCLUSIVITY

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict Public Library from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party will, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

The Contractor will bring to the attention of the County Contract Project Manager and/or County Contract Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Project Manager or County Contract Project Director is not able to resolve the dispute, the County Librarian, or his/her designee will resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor will notify its employees, and will require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice will be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor will notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 NOTICES

All notices or demands required or permitted to be given or made under this Contract will be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and Exhibit F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Librarian or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that,

during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

8.38.1 The Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor will develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the

prior written consent of the County Contract Project Director.
The County will not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.38 will apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor will maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor will also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material will be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.39.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor will file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.39 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract,

representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.39.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this sub-section relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information will be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.40 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.41 SUBCONTRACTING

8.41.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.41.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.41.3 The Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.41.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.41.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.41.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.

8.41.7 The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their

officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.41.8 The Contractor will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor will ensure delivery of all such documents to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as will not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.39, Record Retention AND Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

8.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.44.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.44, or that the default was excusable under the provisions of Paragraph 8.44.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-section 8.43 - Termination for Convenience.
- 8.44.5 The rights and remedies of the County provided in this Sub-section 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

- 8.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.45.2 The Contractor will immediately report any attempt by a County officer or employee to solicit such improper consideration. The report will be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.45.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.46 TERMINATION FOR INSOLVENCY

- 8.46.1 The County may terminate this Contract forthwith in the event of

the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this Sub-section 8.46 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, will fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances will not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.50 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.51.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to the County under any other provision of this contract, failure of the Contractor to cure

such default within 10 days of notice will be grounds upon which the County may terminate this contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.54 TIME OFF FOR VOTING

The Contractor will notify its employees, and will require each Sub-contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors will keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor will pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at sub-paragraph 5 of this paragraph 9.1.2 under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care

benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor will be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of

“Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 **Contractor’s Submittal of Certified Monitoring Reports**

The Contractor will submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports will list all of the Contractor’s Employees during the reporting period. The certified monitoring reports will also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports will also state the name and identification number of the Contractor’s current health care benefits plan, and the Contractor’s portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports will be submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor will promptly provide such information. The Contractor, through one of its officers, will certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 **Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor will immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 **County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County will have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 **Notifications to Employees**

The Contractor will place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor will also distribute County-provided notices to each of its Employees at least once per year. The Contractor will translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this subsection, the County will have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified

monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future

County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor will assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor will not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor will immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees will not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor will maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor will demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the

- federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
 3. The Contractor will not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

The Contractor will not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By *Anta*
Deputy

CONTRACTOR: PRIDE Industries One, Inc.
Name

By *Peter Berghuis*
Name Peter Berghuis
C.O.O.
Title



COUNTY OF LOS ANGELES

By *Mike Antonovich*
MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer
of the Board of Supervisors

By *Anta*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 DEC 01 2015

APPROVED AS TO FORM:

MARY WICKHAM
Interim County Counsel

By *Jill M. Jones*
JILL M. JONES
Deputy County Counsel

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

78450

**CONTRACT FOR
CUSTODIAL SERVICES**

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STATEMENT OF WORK (SOW)

CUSTODIAL SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor will provide daily custodial services for the public and staff areas of the County of Los Angeles Public Library (Public Library) facilities identified in Attachment I, Service Locations and Hours of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for Contractor's performance under this Contract. Custodial services include, but are not limited to, offices, conference/meeting rooms, lobbies, corridors, elevators, restrooms, lunchrooms and light maintenance of the exterior, such as exterior trash receptacles, visible trash in parking lots and cleaning of entryways. Scheduled Major Cleaning Services include, but are not limited to, carpet cleaning, tile strip and wax and window washing. The Contractor will also perform Unanticipated Work as described in Section 9.0 – Unanticipated Work of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County and will be considered completed upon successful inspection.

2.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2.0 – Definitions of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

3.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

3.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities, in facility size or days of service for facilities listed in Attachment I – Service Locations and Hours of the SOW. Due to budget considerations, the days and hours open may vary throughout the Contract term. The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per additional facility. This cost estimate will not exceed the cost to provide custodial services for similar sized library facilities being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein.

3.2 All changes must be made in accordance with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract.

The County Librarian, or his/her designee, has the authority to sign the amendment for the County, consistent with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract. All terms in the current Contract will extend to any library facility added by the Amendment.

4.0 QUALITY CONTROL

The Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County Contract Project Monitor for review within ten (10) days of Contract award. The Plan will include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met.
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be kept and provided to the County upon request.
- 4.3 The Contractor will maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints will be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8.0 – Standard Terms and Conditions; Sub-section 8.16 – County's Quality Assurance Plan of the Contract.

5.1 MEETINGS

The Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day. Failure to attend a monthly scheduled meeting will result in an assessment of Two-Hundred Dollars (\$200.00). Refer to the SOW Exhibits, Exhibit 2 – Performance Requirements Summary (PRS).

5.2 ANNUAL EVALUATION

The County or its agents will evaluate the Contractor's performance under the Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The report will include improvement/corrective action measures taken by the Contractor in response to this evaluation.

Contractor deficiencies which the County determines as severe or continuing and that may place performance of the Contract in jeopardy if not corrected may be reported to the Board. If improvement does not occur consistent with corrective action measures, the County may terminate the Contract or impose other penalties as specified in the Contract.

5.3 CONTRACT DISCREPANCY REPORT

Verbal notification of a Contract discrepancy will be made to the County's Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Contract Project Monitor will determine whether a formal Contract Discrepancy Report will be issued. Refer to the SOW Exhibits, Exhibit 1 – Contract Discrepancy Report. Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to the County's Contract Project Monitor within ten (10) business days.

5.4 COUNTY OBSERVATIONS

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 PERSONNEL

The County will administer the Contract according to Section 6.0 – Administration of Contract – County of the Contract. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract.

6.2 FURNISHED ITEMS

6.2.1 Keys/Access Cards/Remote Controls

The County will provide two (2) sets of keys/access cards/remote controls, at no cost to the Contractor, for the library facilities to be serviced. The Contractor will acknowledge receipt of the keys/access cards/remote controls, accepting full responsibility. Contractor employees are to use keys/access cards/remote controls only in the carrying out of contracted services. All such keys/access cards/remote controls are property of the County and will be returned to the County Contract Project Manager, within five (5) business days of the termination of the Contract.

If additional sets are needed the Contractor will submit a request in writing to the County Contract Project Manager. At no time are the keys to be duplicated by the Contractor.

Any lost or damaged keys/access cards/remote controls will be replaced by the County at the expense of the Contractor.

6.2.2 Alarm Codes

The Contractor may be issued intrusion alarm codes to the library facilities to be serviced. The Contractor accepts full responsibility for the security of the alarm codes and will provide codes only to its employees as required to provide custodial services in accordance with the Contract.

Instructions for the use of intrusion alarms will be provided by the County. If it is determined that the Contractor's employee fails to arm the intrusion alarm or is responsible for a false alarm, liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.3 Utilities

The County will provide all utilities including gas, electricity and water. The County will be responsible for maintenance and repairs of the same. Contractor employees are to use utilities only in the carrying out of the contracted services and at no time are the utilities to be used for personal use. The Contractor will notify the County by calling the Los Angeles County Operator at (213) 974-1234, to report any concerns, problems or damage immediately upon discovery.

6.2.4 Materials and Equipment

The County does not make telephones, computers, faxes, copiers or any County peripherals available for the use of the Contractor's

employees. Any such misuse of County property will result in the assigned Contractor employees' immediate removal from working on the Contract and liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.5 Storage Area

The County will provide a storage area to the Contractor as determined by the County, when available. The County does not guarantee exclusive use of this storage area. The Contractor is prohibited from use of said storage area or any other County property for conducting business interests that are not related to or required by the specified library facility. The Contractor will maintain the storage area in a clean and orderly manner; this includes supply boxes and equipment.

CONTRACTOR

6.3 CONTRACTOR PROJECT MANAGER

6.3.1 The Contractor will provide a full-time Contractor Project Manager or designated alternate. The Contractor will provide a telephone number where the Contractor Project Manager may be reached all hours, 365 days per year.

6.3.2 The Contractor Project Manager will act as a central point of contact with the County.

6.3.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

6.3.4 The Contractor Project Manager will have full authority to act for Contractor on all matters relating to the daily operations of the Contract. The Contractor Project Manager and alternate will be able to effectively communicate, in English, both orally and in writing.

6.4 PERSONNEL

6.4.1 The Contractor will assign a sufficient number of employees to perform the required work. At least one employee on site will be authorized to act for the Contractor in every detail and must speak and understand English.

6.4.2 The Contractor will assign one (1) supervisor exclusive to each Contract Area to monitor and inspect the employees and their performance.

6.4.3 The Contractor will be required to background check their employees as set forth in Section 7.0 – Administration of Contract –

Contractor, Sub-section 7.4 – Background and Security Investigations of the Contract and Paragraph 6.4.6 of this Sub-section.

- 6.4.4 The Contractor will ensure that **only** personnel assigned to the Contract or specialty crew are permitted in the library facilities at all times. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.
- 6.4.5 The County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. The County has the right to approve or disapprove the Contractor's employees as set forth in Sub-section 7.2 – Approval of Contractor's Staff of the Contract.
- 6.4.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.4.7 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the Contract.
- 6.4.8 The Contractor's employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.5 **UNIFORMS AND IDENTIFICATION BADGES**

- 6.5.1 The Contractor's employees that are assigned to County facilities will wear an appropriate uniform shirt at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the County's Contract Project Director or his/her designee, will be provided by and at Contractor's expense.

6.5.2 The Contractor will ensure that its employees are appropriately identified as set forth in Sub-section 7.3 – Contractor’s Staff Identification of the Contract.

6.5.3 The Contractor will ensure that every on-duty Contractor employee wears a visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge will be displayed on employee’s person at all times when he/she is on County designated property.

6.5.4 The Contractor may be assessed liquidated damages for failure to comply with Uniform and Identification Badges. Refer to the SOW Exhibits, Exhibit 2 – PRS.

6.6 MATERIALS AND EQUIPMENT

6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.

6.6.2 All cleaning materials must be labeled in accordance with State of California Cal OSHA standards.

6.6.3 The Contractor is required to keep all equipment used to maintain the library facilities in a safe and operable manner. The Contractor must check all equipment daily for safety.

6.6.4 The Contractor is obligated to provide all Safety Data Sheets (SDS) for all chemicals utilized in the cleaning process. All SDS will be stored in each custodial closet at each library facility. It is the responsibility of the Contractor to monitor the accuracy of each SDS and to replace them immediately with the most current information when products are replaced. Failure to provide all SDS during the term of the Contract may result in liquidated damages.

6.7 TRAINING

6.7.1 The Contractor will provide training programs to all Contractor employees assigned to this Contract on the duties and responsibilities of this SOW.

6.7.2 On their first day of assignment, the Contractor will provide the Contractor employee with training and orientation regarding the assigned library facility, including, but not limited to entry alarms, doors, work requirements, cleaning techniques and restrictions.

6.7.3 The Contractor will provide continuing education training annually to all employees assigned to this Contract to ensure knowledge of duties and responsibilities.

6.7.4 The Contractor will provide training to all Contractor employees regarding their required tasks and the safe handling of equipment.

6.7.5 The Contractor must provide proof of training to the County upon completion of initial assignment and annually thereafter. Proof of training must include a list of subjects trained and a signature from the employee acknowledging training and understanding. All company training records, including course materials, must be available for inspection at the request of the County.

6.8 CONTRACTOR'S OFFICE

The Contractor will maintain an office with a telephone in the company's name where the Contractor conducts business.

6.8.1 Business Hours

The Contractor's office will be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquiries and complaints. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.8.2 After-Hours

When the Contractor's office is closed, the Contractor Project Manager's after-hours number will be utilized to address inquiries and complaints. If voicemail is utilized, the Contractor Project Manager must respond within fifteen (15) minutes of the initial call. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.9 CONTRACTOR'S DAMAGE

The Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees. All repairs will be performed by the County and the Contractor will reimburse the County for the value of the repair.

6.10 EMERGENCY PROCEDURES

The Contractor will immediately report any emergency situation such as vandalism, broken water pipes, windows, doors, etc., by calling the Los Angeles County Operator at (213) 974-1234.

6.11 FACILITY SECURITY

It is the responsibility of the Contractor to ensure that facilities are secured at all times. Failure to properly secure a facility will result in liquidated damages and other damages suffered by and or available to the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

7.0 HOURS/DAYS OF WORK

Hours of custodial services are to be performed at the close of each library facility's work day between one (1) hour after library closes and up to one (1) hour before the library opens, as described in Attachment I, Service Locations and Hours of the SOW. Exceptions to this requirement are noted in Attachment V, Special Work Requirements of the SOW.

Contractors are not required to work on County-recognized holidays or days of library facility closure. The Contractor may perform special or periodic cleaning on these days, but will be required to receive prior approval by the County Contract Project Manager. The County will provide a list of County-recognized holidays upon commencement of the Contract.

8.0 WORK SCHEDULES

8.1 The Contractor will submit a work schedule for each library facility to the County Contract Project Manager within fifteen (15) business days prior to the start of the Contract. The schedules will list the employees assigned, hours and days to work. Schedules will be adhered to at all times unless the County is otherwise notified of a change.

8.2 The Contractor will submit revised schedules when changes to staff occur. Said revisions will be submitted to the County Contract Project Manager for review and approval within five (5) business days prior to scheduled time for work.

9.0 UNANTICIPATED WORK

9.1 The County Contract Project Director or his/her designee may authorize, in writing, the Contractor to perform unanticipated work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of Nature, and third party negligence; or to add to, modify or refurbish existing library facilities.

9.2 The Contractor will prepare and submit a written description of the work with an estimate of labor and materials prior to performing any unanticipated work. If immediate action is needed, a verbal authorization from the County Project Director or his/her designee, with a written follow-up, can be given to perform unanticipated work. A written description of the work completed with a cost of labor and materials must be submitted within three (3) business days to the County.

9.3 The Contractor will commence all unanticipated work on the established specified date. The Contractor will proceed diligently to complete said work within the time allotted.

- 9.4 The County reserves the right to perform unanticipated work itself or assign the work to another Contractor.

9.5 **ADDITIONAL/SPECIALTY AS-NEEDED SERVICES**

The Contractor will provide “Additional/Specialty As-Needed Services” for all library facilities upon request. These services may fall under the following categories: (1) Post-Construction cleaning; (2) Special Event cleaning; (3) Reduced Services, (4) Special Event Porter Services and (5) Additional Major Cleaning Services, as listed in Section 13.0 – Scheduled Major Cleaning Services of the SOW. The County Contract Project Monitor will provide a Statement of Work specific to the request category and the Contractor is to provide a price quote within five (5) business days. Approval of the quote is required prior to the commencement of services.

Price quotes for Additional Major Cleaning Services will be based on, Exhibit B – Pricing Schedule.

9.6 **CALL BACK**

Call Backs are as-needed work outside of the normal contractual duties brought on by an event, accidental or intentional, or by a failure of the contractor to perform their duties and which require immediate mitigation. Examples of custodial related call backs, include but not limited to, urine, feces, vomit, blood, sewage, spilled food/beverages, and/or vandalism.

The Contractor must have capabilities for call back requests. The Contractor **must** respond to call back requests within two (2) hours of notification. The Contractor will submit an invoice for the total actual hours spent by the Contractor to address the situation, including actual service time and actual travel time, and based on the hourly ‘call back’ rate specified in Exhibit C - Contractor’s Proposed Schedule. In the event the Contractor does not respond to a ‘call back’ request within the time specified herein, but nevertheless completes the work, then the Contractor will be paid for the ‘call back’ at the regular employee hourly rate instead of the ‘call back’ rate specified in the Contractor’s Proposed Schedule. Upon completion of a ‘call back’ requested service, the Contractor must notify the County Contract Project Monitor.

- 9.6.1 For Call Back Services involving Bloodborne Pathogens (BBP) contractors will provide BBP services in accordance with the Occupational Safety and Health Administration’s (OSHA) Bloodborne pathogen Standard under Title 29 of the Code of Federal Regulations. BBP services will only be provided by employees trained and certified through a program designed to meet the requirements of OSHA. A list of certified employees and their certificates must be provided to the Public Library within ten (10) days of the start of the Contract.

- 9.6.2 Utilizing the **Custodial Call Back Request Slip** (Attachment III) the Contractor employee must sign-in upon arrival and sign-out when the 'call back' work is completed and/or upon departure. The library facility staff signs the form to confirm and approve the times. Upon completion of the work, the library facility staff will inspect and approve the work, then they will forward the Custodial Call Back Request Slip to the County Contract Project Monitor.

10.0 SIGN-IN REQUIREMENTS

All Contractor employees are required to sign-in upon arrival and sign out at departure, with an ink pen, at each Public Library facility. This includes, but is not limited to custodians, special cleaning crews, supervisors and quality control monitors. A Custodial Services Employee Sign-In/Sign-Out Log (Attachment IV) is provided at each library facility and must be kept in the custodial closet. Contractor employees must sign in and out with the actual date and time the library facility was entered/exited.

11.0 SPECIFIC DAILY WORK REQUIREMENTS

All assignments listed below are to be completed **daily**. The Contractor is responsible to evaluate and monitor the use of consumable supplies and provide sufficient supplies, such as, paper towels, toilet paper, and soap, etc. for the next day.

The Contractor's employees are required to use all appropriate cleaning material to complete their assignments and clean all work areas after completion of their assignments.

The Contractor's employees must remove all trash from the building and dispose of into proper receptacles (replace lock if applicable). If a recycling program is established, remove all recyclable materials from the designated recycle receptacles (not personal work spaces) and dispose of into proper exterior receptacles (replace lock if applicable).

The Contractor's employees are responsible for turning off all lights and securing the facilities after services are provided.

11.1 RESTROOMS (STAFF AND PUBLIC)

- Clean entry doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean and polish entry door push plates, knobs and kick plates.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.

- Clean mirrors, including chrome-finished edges, to remove spots, smudges and leave streak-free, including the removal of hard water stains and deposits.
- Clean all exposed pipe fixtures including the removal of hard water stains and deposits.
- Clean and sanitize all dispensers; soap, paper towel, toilet seat cover and toilet paper.
- Clean and sanitize all toilet seats, bowls, bases, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean and sanitize the exterior and interior surfaces of the baby-changing tables.
- Clean, sanitize and polish all handrails.
- Clean and sanitize urinals, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean stall partitions, supports, bases, doors (inside and out), latches/knobs to remove dirt, marks, fingerprints, smudges, splashes, etc.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, etc. leaving surface free of cleaning product residue and discoloration.
- Refill all dispensers; soap, paper towel, toilet seat cover, feminine products, toilet paper, baby-changing table liners, and hand sanitizer.
- Sweep, wet mop and disinfect all floors, leaving baseboards and walls free of splashes and/or marks from cleaning equipment/products.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.

11.2 MAIN LIBRARY (INTERIOR), WORKROOMS, AND MEETING ROOMS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.

- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, paper towel.
- Refill all dispensers; soap (with dish soap), paper towel, and hand sanitizer.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.

- DO NOT disturb any paperwork on top of desk or surrounding floors or tables.

11.3 LUNCH ROOM AND LOUNGE

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Note: Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.

- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface
- Remove graffiti from all surfaces where found (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)
- Clean and sanitize the exterior surfaces of the refrigerator, stove/range, microwave, toaster, and toaster oven.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, and paper towel.
- Refill all dispensers; soap (with dish soap), paper towel and hand sanitizer.

11.4 LOBBIES AND CORRIDORS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. (Note: Emergency Exit doors must not be opened to prevent alarms from sounding.)
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms,

fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.

- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.5 ELEVATORS

- Clean and sanitize panels and handrails to remove dirt, marks, fingerprints, smudges, splashes and spots.
- Clean all doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners and any other hard to reach areas.
- Spot clean all carpeted areas, using the most appropriate method to completely remove the spot/stain without damaging the surface.

- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.6 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Clean all exterior book drop containers and wall-mount deposit doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior wall-mount mail-drop doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior signs and plaques to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Empty and clean the exterior surfaces of the exterior trash receptacles and replace plastic liners.
- Empty and clean the exterior cigarette urns.
- Sweep the library entry area to a reasonable location; collect and dispose of swept dirt, debris, etc.
- Sweep the library loading dock and side/rear staff entrances; collect and dispose of swept dirt, debris, etc.
- Sweep and dispose of all trash in the library exterior patio/lunch area; collect and dispose of swept dirt, debris, etc.
- Clean all tables and chairs, including top, base, legs and cross supports to remove dust, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Locate and dispose of all trash in the parking lot, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.
- Locate and dispose of all trash in the loading dock, side/rear staff entrances, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.

11.7 SPECIAL INSTRUCTIONS

- Special daily work requirements for individual libraries, i.e. artwork, special furniture, etc., are identified in Attachment V, Special Work Requirements of the SOW.

12.0 SPECIFIC WEEKLY WORK REQUIREMENTS

All assignments listed below are to be completed **weekly**. The Contractor's employees are required to use all appropriate cleaning materials to complete their assignments and clean all work areas after completion of assignments.

Within five (5) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written weekly schedule for each library facility. This list will list the day of the week each weekly service will be completed.

12.1 MAIN LIBRARY (INTERIOR) AND MEETING ROOMS

- Clean and remove all visible cobwebs up to 12 feet
- Dust window blinds and shades
- Clean all baseboards
- Clean and sanitize handrails
- Sweep all steps
- Dust all surfaces (6 feet and above)

NOTE: It is the responsibility of the Contractor to provide appropriate equipment (i.e., ladders) to the Contractor employees.

12.2 PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Hose down sidewalks, steps, walkways, stairs, loading docks, entry and patio areas of the building
(Area includes up to the property line and/or the public sidewalk)

12.3 SPECIAL INSTRUCTIONS

- Special weekly work requirements for individual libraries are identified in Attachment V, Special Work Requirements of the SOW.

13.0 SCHEDULED MAJOR CLEANING SERVICES

The Contractor is required to be familiar with all surfaces to be cleaned and the appropriate cleaning equipment and materials necessary to complete these services.

Within fifteen (15) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written Major Cleaning Services Schedule for each library facility. This schedule will list the month, week and day that each Major Cleaning Service will be performed. Failure to provide the schedule may result in liquidated or other damages. Refer to the SOW Exhibits, Exhibit 2 – PRS.

This schedule is used to notify library locations of upcoming major cleaning services which may require action by the library staff, i.e., removal of boxes from floor, movement of furniture or personal items. The schedule must be followed and if a cleaning is to be re-scheduled, a notification of at least five (5) business days must be given. Failure to provide this notification may result in liquidated damages. In addition, failure to perform major cleaning services on the date scheduled may also result in liquidated damages. Correction of this failure to clean must be accomplished within ten (10) business days of the original

scheduled date, unless otherwise instructed by the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

Upon completion of the cleaning the Contractor employee will leave the **Custodial Services Major Cleaning Monitoring Report** form (Attachment II) on the circulation desk of the library serviced. Failure to leave this document will constitute a failure to perform the cleaning service and will result in the same action as stated above.

All completed services will be evaluated, rated and approved by the Public Library facility staff. Confirmation of services **will not** be acknowledged by the County until a signed copy, approving the work, is received by the County Contract Project Monitor. If services are rated as Unsatisfactory or Not Done, the Contractor is obligated to provide the corrective service by a date agreed upon by the County and the Contractor. The corrective service must be done within the same frequency period in which the Unsatisfactory or Not Done rating occurred. Liquidated damages may apply if the corrective service is not performed by the dated agreed upon and/or within the frequency period. The assessment of liquidated damages does not relieve the Contractor from their responsibility for the corrective service. Refer to the SOW Exhibits, Exhibit 2 – PRS.

NOTE: Contractor employees must clean all work areas before and after and return the library to its original condition after completion of assignments.

13.1 FLOORS

- Strip and wax or seal floors every three (3) months (four times a year)
- Degrease and remove chemical spills from areas surrounding all photocopy machines
- Strip and clean thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- Wax or seal and buff thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- For floors where stripping, waxing or sealing is not indicated, a deep cleaning will be performed
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.2 CARPET

- Shampoo carpet and area rugs every three (3) months (four times a year)
- Degrease and remove chemical spills from areas surrounding all photocopy machines

- Shampoo thoroughly (including corners and behind doors) all carpeted areas using appropriate cleaning material for various carpet types
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.3 WINDOWS (Interior and Exterior)

- Clean full length of all windows including frames and sills every four (4) months (three times a year)
- Clean windows using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Clean thoroughly, including the removal of hard water stains and deposits regardless of source, using appropriate cleaning materials

13.4 CEILING/WALL VENTS

- Clean ceiling air vents every four (4) months (three times a year)
- Clean wall, air or heat vents every four (4) months (three times a year)
- Remove all vents using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Remove and clean thoroughly all covers using appropriate cleaning materials
- Vacuum air vents thoroughly

13.5 LIGHT FIXTURES (Interior and Exterior)

- Clean light fixtures (frames and lens) every six (6) months (two times a year)
- Clean thoroughly all light fixtures (frames and lens) using appropriate cleaning materials
- Remove all lens using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Report any burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures upon discovery to the County Contract Project Monitor upon discovery

13.6 WINDOW BLINDS/MECHO SHADES

- Clean window blinds and mecho shades every four (4) months (three times a year)
- Wash and clean thoroughly all window blinds (only) using appropriate cleaning materials and manufacturers instructions
- Dry dust mecho shades using appropriate equipment
- Remove all window blinds using ladders, scaffolding, hydraulic lifts, or catwalks, as appropriate
- Do not remove mecho shades

13.7 FURNITURE

- Shampoo upholstered furniture and clean wood, plastic, and vinyl chairs every four (4) months (three times a year)
- Shampoo and remove stains thoroughly from all upholstered furniture using appropriate cleaning materials for various upholstery types
- Clean thoroughly all wood, plastic and vinyl chairs using appropriate cleaning materials
- Thoroughly vacuum under seat cushions

13.8 RESTROOM WALLS

- Wash and clean thoroughly all restroom walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

13.9 CUBICLE WALLS

- Vacuum and clean thoroughly all cubicle walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

14.0 SUPPLY REQUIREMENTS

The Contractor will provide all supplies necessary to accommodate each library facility needs for each day the library facility is open. A list of required supplies includes:

- White 2-ply toilet paper (roll);
- Toilet seat covers; style appropriate to the various dispensers
- Commercial grade liquid hand soap for dispensing;
- Bi- or Tri-fold paper towels appropriate for the various dispensers;
- Diaper changing table liners; style appropriate to the various dispensers;
- Urinal deodorant cakes;
- Deodorizers (upon the County's request);
- Trash can liners; size appropriate to the receptacles;
- Sanitary napkins/tampons.
- Hand sanitizer

15.0 GREEN INITIATIVES

15.1 The Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

15.2 The Contractor will notify the County's Contract Project Manager of the Contractor's new green initiatives prior to the Contract commencement.

16.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS is a listing of services that are intended to be completely consistent with the Contract and the SOW and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. Refer to the SOW Exhibits, Exhibit 2 – PRS. In any case of apparent inconsistency between services as stated in the Contract, the SOW and the PRS, the meaning apparent in the Contract or the SOW will prevail. If any service seems to be created in the PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor. When the Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days will constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, will be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten (10) business days' written notice with or without cause, as provided for in Section 8.0 – Standard Terms and Conditions, Sub-section 8.43 – Termination for Convenience of the Contract.

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EXHIBIT A

ATTACHMENTS

- I SERVICE LOCATIONS AND HOURS – AREA 8**
- II MAJOR CLEANING MONITORING REPORT**
- III CUSTODIAL CALL BACK REQUEST SLIP**
- IV CUSTODIAL SERVICES EMPLOYEE SIGN-IN LOG**
- V SPECIAL WORK REQUIREMENTS – AREA 8**

ATTACHMENT I

SERVICE LOCATIONS AND HOURS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 8

Library Information

Library Hours

1 Baldwin Park Library			Monday	CLOSED
4181 Baldwin Park Blvd.			Tuesday	12:00 P.M. - 8:00 P.M.
Baldwin Park, CA 91706			Wednesday	1:00 P.M. - 8:00 P.M.
Total Square Feet:	15,555	Sq. Ft.	Thursday	1:00 P.M. - 8:00 P.M.
Glass:	1,856	Sq. Ft.	Friday	10:00 A.M. - 5:00 P.M.
Tile:	3,074	Sq. Ft.	Saturday	10:00 A.M. - 5:00 P.M.
Carpet:	10,834	Sq. Ft.	Sunday	CLOSED
Parking Lot:	41,648	Sq. Ft.		
Number of Light Fixtures:	320			

2 Charter Oak Library			Monday	11:00 A.M. - 8:00 P.M.
20540 "K" Arrow Hwy.			Tuesday	11:00 A.M. - 8:00 P.M.
Covina, CA 91724			Wednesday	11:00 A.M. - 8:00 P.M.
Total Square Feet:	2,500	Sq. Ft.	Thursday	10:00 A.M. - 6:00 P.M.
Glass:	147	Sq. Ft.	Friday	10:00 A.M. - 6:00 P.M.
Tile:	827	Sq. Ft.	Saturday	10:00 A.M. - 5:00 P.M.
Carpet:	1,148	Sq. Ft.	Sunday	CLOSED
Parking Lot:	0	Sq. Ft.		
Number of Light Fixtures:	24			

3 Claremont Library			Monday	1:00 P.M. - 8:00 P.M.
208 North Harvard Ave.			Tuesday	1:00 P.M. - 8:00 P.M.
Claremont, CA 91711			Wednesday	11:00 A.M. - 8:00 P.M.
Total Square Feet:	22,921	Sq. Ft.	Thursday	11:00 A.M. - 8:00 P.M.
Glass:	1,551	Sq. Ft.	Friday	10:00 A.M. - 5:00 P.M.
Tile:	1,895	Sq. Ft.	Saturday	10:00 A.M. - 5:00 P.M.
Carpet:	13,532	Sq. Ft.	Sunday	1:00 P.M. - 5:00 P.M.
Parking Lot:	19,140	Sq. Ft.		
Number of Light Fixtures:	325			

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 8

Library Information

Library Hours

4 Duarte Library				
1301 Buena Vista St.				
Duarte, CA 91010				
Total Square Feet:	10,048	Sq. Ft.	Monday	11:00 A.M. - 8:00 P.M.
Glass:	739	Sq. Ft.	Tuesday	11:00 A.M. - 8:00 P.M.
Tile:	1,824	Sq. Ft.	Wednesday	11:00 A.M. - 8:00 P.M.
Carpet:	7,310	Sq. Ft.	Thursday	11:00 A.M. - 8:00 P.M.
Parking Lot:	17,818	Sq. Ft.	Friday	11:00 A.M. - 6:00 P.M.
Number of Light Fixtures:	153		Saturday	11:00 A.M. - 6:00 P.M.
			Sunday	CLOSED

5 Hacienda Heights Library				
160101 La Monde Street				
Hacienda Heights, CA 91745				
Total Square Feet:	10,398	Sq. Ft.	Monday	9:00 A.M. - 9:00 P.M.
Glass:	736	Sq. Ft.	Tuesday	9:00 A.M. - 9:00 P.M.
Tile:	3,623	Sq. Ft.	Wednesday	9:00 A.M. - 9:00 P.M.
Carpet:	5,910	Sq. Ft.	Thursday	9:00 A.M. - 9:00 P.M.
Parking Lot:	18,360	Sq. Ft.	Friday	9:00 A.M. - 6:00 P.M.
Number of Light Fixtures:	180		Saturday	9:00 A.M. - 5:00 P.M.
			Sunday	1:00 P.M. - 5:00 P.M.

6 La Puente Library				
15920 East Central Ave.				
La Puente, CA 91744				
Total Square Feet:	10,572	Sq. Ft.	Monday	CLOSED
Glass:	616	Sq. Ft.	Tuesday	1:00 P.M. - 8:00 P.M.
Tile:	1,160	Sq. Ft.	Wednesday	1:00 P.M. - 8:00 P.M.
Carpet:	7,605	Sq. Ft.	Thursday	10:00 A.M. - 5:00 P.M.
Parking Lot:	6,690	Sq. Ft.	Friday	10:00 A.M. - 5:00 P.M.
Number of Light Fixtures:	80		Saturday	10:00 A.M. - 5:00 P.M.
			Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 8

Library Information

Library Hours

7 La Verne Library				
3640 D St.				
La Verne, CA 91750				
Total Square Feet:	10,347	Sq. Ft.	Monday	10:00 A.M. - 6:00 P.M.
Glass:	1,852	Sq. Ft.	Tuesday	10:00 A.M. - 6:00 P.M.
Tile:	1,234	Sq. Ft.	Wednesday	12:00 P.M. - 8:00 P.M.
Carpet:	8,098	Sq. Ft.	Thursday	12:00 P.M. - 8:00 P.M.
Parking Lot:	7,140	Sq. Ft.	Friday	10:00 A.M. - 5:00 P.M.
Number of Light Fixtures:	189		Saturday	10:00 A.M. - 5:00 P.M.
			Sunday	CLOSED

8 Rowland Heights Library				
1850 Nogales St.				
Rowland Heights, CA 91748				
Total Square Feet:	14,863	Sq. Ft.	Monday	9:00 A.M. - 9:00 P.M.
Glass:	1,007	Sq. Ft.	Tuesday	9:00 A.M. - 9:00 P.M.
Tile:	5,388	Sq. Ft.	Wednesday	9:00 A.M. - 9:00 P.M.
Carpet:	7,605	Sq. Ft.	Thursday	9:00 A.M. - 9:00 P.M.
Parking Lot:	27,496	Sq. Ft.	Friday	9:00 A.M. - 6:00 P.M.
Number of Light Fixtures:	363		Saturday	9:00 A.M. - 5:00 P.M.
			Sunday	1:00 P.M. - 5:00 P.M.

9 San Dimas Library				
145 North Walnut Ave.				
San Dimas, CA 91773				
Total Square Feet:	13,628	Sq. Ft.	Monday	10:00 A.M. - 6:00 P.M.
Glass:	716	Sq. Ft.	Tuesday	10:00 A.M. - 6:00 P.M.
Tile:	3,938	Sq. Ft.	Wednesday	12:00 P.M. - 8:00 P.M.
Carpet:	8,186	Sq. Ft.	Thursday	12:00 P.M. - 8:00 P.M.
Parking Lot:	3,456	Sq. Ft.	Friday	10:00 A.M. - 5:00 P.M.
Number of Light Fixtures:	293		Saturday	10:00 A.M. - 5:00 P.M.
			Sunday	CLOSED

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – AREA 8

Library Information

Library Hours

10 Sunkist Library		Monday	10:00 A.M. - 8:00 P.M.
840 North Puente Ave.		Tuesday	10:00 A.M. - 8:00 P.M.
La Puente, CA 91746		Wednesday	10:00 A.M. - 8:00 P.M.
Total Square Feet:	8,314 Sq. Ft.	Thursday	10:00 A.M. - 8:00 P.M.
Glass:	387 Sq. Ft.	Friday	10:00 A.M. - 6:00 P.M.
Tile:	484 Sq. Ft.	Saturday	10:00 A.M. - 5:00 P.M.
Carpet:	6,169 Sq. Ft.	Sunday	CLOSED
Parking Lot:	16,538 Sq. Ft.		
Number of Light Fixtures:	201		

11 Walnut Library		Monday	CLOSED
21155 La Puente Rd.		Tuesday	1:00 P.M. - 8:00 P.M.
Walnut, CA 91789		Wednesday	1:00 P.M. - 8:00 P.M.
Total Square Feet:	10,000 Sq. Ft.	Thursday	1:00 P.M. - 8:00 P.M.
Glass:	1,419 Sq. Ft.	Friday	10:00 A.M. - 5:00 P.M.
Tile:	3,581 Sq. Ft.	Saturday	10:00 A.M. - 5:00 P.M.
Carpet:	6,240 Sq. Ft.	Sunday	CLOSED
Parking Lot:	0 Sq. Ft.		
Number of Light Fixtures:	225		

12 West Covina Library		Monday	10:00 A.M. - 8:00 P.M.
1601 West Covina Pkwy.		Tuesday	10:00 A.M. - 8:00 P.M.
West Covina, CA 91790		Wednesday	10:00 A.M. - 8:00 P.M.
Total Square Feet:	42,345 Sq. Ft.	Thursday	1:00 P.M. - 8:00 P.M.
Glass:	1,359 Sq. Ft.	Friday	10:00 A.M. - 5:00 P.M.
Tile:	17,161 Sq. Ft.	Saturday	10:00 A.M. - 5:00 P.M.
Carpet:	21,974 Sq. Ft.	Sunday	CLOSED
Parking Lot:	52,820 Sq. Ft.		
Number of Light Fixtures:	546		

ATTACHMENT II

MAJOR CLEANING MONITORING REPORT

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
MAJOR CLEANING MONITORING REPORT

CONTRACTOR'S STAFF USE ONLY

PLEASE COMPLETE AND PLACE FORM ON THE CIRCULATION COUNTER
WHERE EASILY SEEN

Library Name: _____ Date: _____

Name of Company: _____ Completed by: _____

THIS LIBRARY RECEIVED THE FOLLOWING MAJOR CLEANING SERVICE:

- Floor Stripped & Waxed/Sealed
 - Carpet Shampooed
 - Light Fixtures Cleaned
 - Windows Cleaned (Interior and Exterior)
 - Ceiling/Wall Vents Cleaned
 - Furniture Cleaned/Polished/Shampooed
 - Restroom Walls Cleaned
 - Window Blinds/Mecho Shades Cleaned
 - Cubicle Walls Cleaned
- Custodial Comments Only: _____

CORRECTION DATE FOR ANY UNSATISFACTORY RATING: _____

LIBRARY STAFF USE ONLY

PLEASE SIGN AND FAX THIS FORM IMMEDIATELY TO: **Contract Services**
LHQ - Facilities Services
(562) 803 - 0016

CLM's Name (Print): _____

CLM's Signature: _____ Date: _____

- Cleaning Satisfactory
- Cleaning Unsatisfactory
- Job Not Done

Library Staff Comments Only: _____

Corrections Done – Satisfactory Library Signature: _____ Date: _____

CONTRACT STAFF USE ONLY

Comments: _____

Logged and Filed **COMPLETE**

ATTACHMENT III

CUSTODIAL CALL BACK REQUEST SLIP

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL CALL BACK REQUEST SLIP

CONTRACTOR USE ONLY

Date of Request: _____ Time Request Received From PL: _____

Library Name: _____

Starting Location: _____ Start Travel Time: _____ End Travel Time: _____
(City)

Contractor Company Name: _____

Contractor Employee Name (Print): _____

THE FOLLOWING CALL BACK HAS BEEN REQUESTED FOR THIS LIBRARY:

LIBRARY STAFF USE ONLY

INSTRUCTIONS TO LIBRARY STAFF:

Please ensure that the custodial staff signs in immediately upon arrival and signs out when work is completed. Please initial VERIFYING arrival and departure times. **Immediately fax completed form to Contracts Unit at (562) 803-0016.**

Time of Arrival: _____ a.m. / p.m. Time of Departure: _____ a.m. / p.m.

Custodian Initial: _____ Library Staff Initial: _____

Your signature below indicates that the call back request has been completed.

Staff Name (Print): _____

Staff Signature: _____ Date: _____

CONTRACT STAFF ONLY

Comments:

Service Time: _____
Travel Time: _____
Total Actual Hours: _____
(Service & Travel)
Total Billed Hours: _____

INVOICE RECEIVED: Invoice No.: _____

Logged -COMPLETE

ATTACHMENT IV

CUSTODIAL SERVICES EMPLOYEE SIGN-IN/SIGN-OUT LOG

ATTACHMENT V

SPECIAL WORK REQUIREMENTS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SPECIAL WORK REQUIREMENTS**

CUSTODIAL SERVICES – AREA 8

- **NONE**

**STATEMENT OF WORK
EXHIBITS**

STATEMENT OF WORK EXHIBITS

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7400 E. IMPERIAL HWY. • P.O. BOX 7011 • DOWNEY, CA 90241-7011 • PHONE: 562-940-8485 • FAX: 562-803-0016

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: **January 1, 2015**

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.,

FROM:	Jane Smith	Phone No.:	(562) 940 – 6919
	Contract Services Unit	Fax No.:	(562) 803 – 0016

CONTRACT NO. **12345** CONTRACT TITLE: **CUSTODIAL SERVICES – AREA 4**

TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the Contract Services Coordinator.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The Contract Services Coordinator will evaluate the Contractor's response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Sub-Section 4.3	Term of Contract	Contractor must comply with the requirements specified in Sub-Section 4.3	Receipt of document	\$200 per occurrence
Contract: Sub-Section 5.5	Contract Sum	Contractor must send written notification that the Contractor has incurred 75% of the total contract authorization.	Receipt of document	\$200 per occurrence
Contract: Section 7.0	Administration of Contract – Contractor	Contractor shall notify the County in writing of any changes.	Receipt of document	\$200 per occurrence
Contract: Sub-Section 7.3	Contractor's Staff Identification	Contractor must comply with the requirements specified in Sub-Section 7.3	Inspection and Observation	\$200 per occurrence
Contract: Sub-Section 7.4	Background and Security Investigations	Contractor must comply with the requirements specified in Sub-Section 7.4	Inspection and Observation	\$500 per occurrence
Contract: Sub-Section 8.5	Complaints	Contractor must comply with the requirements specified in Sub-Section 8.5	Inspection, Observation and Receipt of document	\$200 per occurrence
Contract: Sub-Section 8.25	General Provisions For All Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.26	Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.29	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub-Section 8.29	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.40	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-Section 8.40	Inspection of files	\$500 per occurrence; possible termination for default of contract.

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 9.1.6	County's Living Wage Program – Notification to Employees	Contractor must distribute County provided notices to each employee at least once per year.	Inspection and Documentation	\$500 per occurrence, per employee
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Certified Monitoring Reports	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 1.	Observation and monthly monitoring reports	\$100 per calendar day will be assessed until receipt of complete and accurate reports
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Payment of Less than the Required Living Wage	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 2	Observation and monthly monitoring reports	\$500 per occurrence
Contract: Paragraph 9.1.8	County's Living Wage Program – Use of Full-Time Employees	Contractor must comply with the requirements of Paragraph 9.1.8	Observation and monthly monitoring reports	\$500 per occurrence
SOW: Section 4.0	Quality Control	Contractor must comply with the requirements specified in Section 4.0	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.1	Quality Assurance Plan - Meetings	Contractor attendance at all required County meetings.	Inspection and Observation	\$200 per occurrence
SOW: Paragraph 6.2.1	Furnished Items - Keys/Access Cards/Remote Controls	Secure and maintain keys/access cards/remote controls. Contractor responsible for replacement/theft/loss.	Observation	Contractor pays for re-keying of facility due to lost key(s)/key card
SOW: Paragraph 6.2.2	Furnished Items – Alarm Codes	Properly arm the intrusion alarm and prevent false alarms	Observation	\$200 per occurrence plus cost of fines incurred
SOW: Paragraph 6.2.3	Furnished Items – Utilities	Contractor shall not use County peripherals for private use.	Inspection and Observation	\$100 per occurrence
SOW: Paragraph 6.2.5	Furnished Items – Storage	Secure and maintain County provided storage area.	Inspection and Observation	\$100 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Sub-Section 6.3	Contractor – Contractor Project Manager	Provide a Contractor Project Manager accessible all hours 365 days/year. Notify Changes to County Contract Project Manager.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.4	Contractor - Personnel	Contractor must comply with the requirements of Sub-Section 6.4	Observation	\$200 per occurrence
SOW: Sub-Section 6.5	Uniforms and Identification Badges	Contractor must comply with the requirements specified in Sub-Section 6.5.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.6	Materials and Equipment	Contractor must comply with the requirements specified in Sub-Section 6.6.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.7	Training	Contractor must comply with the requirements specified in Sub-Section 6.7	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.8	Contractor's Office	Contractor must comply with the requirements specified in Sub-Section 6.8.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.9	Contractor's Damage	Contractor must comply with the requirements specified in Sub-Section 6.9.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.11	Facility Security	Contractor must comply with the requirements specified in Sub-Section 6.11.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 7.0	Hours/Days of Work	Contractor must to comply with the requirements of Section 7.0.	Inspection and Observation	\$200 per occurrence
SOW: Sub-Section 8.0	Work Schedules	Contractor must comply with the requirements specified in Section 8.0.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 9.6	Unanticipated Work - Call Back	100 % Completion of Required Services. Contractor must comply with Sub-Section 9.6.	Inspection and Observation	\$500 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 10.0	Sign-In Requirements	Contractor must comply with the requirements specified in Section 10.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 11.0	Specific Daily Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 11.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 12.0	Specific Weekly Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 12.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 13.0	Annual Scheduled Major Cleaning Services	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 13.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 14.0	Supply Requirements	Contractor must comply with the requirements specified in Section 14.0.	Inspection and Observation	\$100 per occurrence per facility

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

EXHIBIT B

PRICING SCHEDULE

PRICING SCHEDULE

FACILITY: Baldwin Park Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>3.08</u>	hours per week	<u>13.34</u> hours per month
Custodian:	<u>1</u>	<u>20.00</u>	hours per week	<u>86.67</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>280.25</u>	\$ <u>1,120.99</u>
B. CARPET (SOW 13.2)	4	\$ <u>265.23</u>	\$ <u>1,060.94</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>326.26</u>	\$ <u>978.77</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>163.13</u>	\$ <u>489.38</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>551.53</u>	\$ <u>1,103.05</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>217.50</u>	\$ <u>652.51</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>163.13</u>	\$ <u>489.38</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>217.50</u>	\$ <u>435.01</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>217.50</u>	\$ <u>435.01</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>32,682.72</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 125.70 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 75.42 per day (use figures)

PRICING SCHEDULE

FACILITY: Charter Oak Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>0.80</u>	hours per week	<u>3.47</u>
				hours per month
Custodian:	<u>1</u>	<u>6.00</u>	hours per week	<u>26.00</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>39.33</u>	\$ <u>157.31</u>
B. CARPET (SOW 13.2)	4	\$ <u>37.22</u>	\$ <u>148.89</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>45.78</u>	\$ <u>137.35</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>22.89</u>	\$ <u>68.68</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>77.40</u>	\$ <u>154.80</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>30.52</u>	\$ <u>91.57</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>22.89</u>	\$ <u>68.68</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>30.52</u>	\$ <u>61.05</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>30.52</u>	\$ <u>61.05</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>8,455.08</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 27.10 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 16.26 per day (use figures)

PRICING SCHEDULE

FACILITY: Claremont Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>5.27</u>	hours per week	<u>22.85</u>
				hours per month
Custodian:	<u>1</u>	<u>36.75</u>	hours per week	<u>159.25</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ 350.08	\$ 1,400.32
B. CARPET (SOW 13.2)	4	\$ 331.33	\$ 1,325.31
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ 407.56	\$ 1,222.67
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ 203.78	\$ 611.33
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ 688.96	\$ 1,377.92
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ 271.70	\$ 815.11
G. FURNITURE (SOW 13.7)	3	\$ 203.78	\$ 611.33
H. RESTROOM WALLS (SOW 13.8)	2	\$ 271.70	\$ 543.41
I. CUBICAL WALLS (SOW 13.9)	2	\$ 271.70	\$ 543.41
TOTAL COST PER YEAR (Section I and II):			\$ 55,853.16

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 153.44 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 92.07 per day (use figures)

PRICING SCHEDULE

FACILITY: Duarte Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>2.18</u>	hours per week	<u>9.44</u> hours per month
Custodian:	<u>1</u>	<u>14.75</u>	hours per week	<u>63.92</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

<u>II. MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>168.10</u>	\$ <u>672.42</u>
B. CARPET (SOW 13.2)	4	\$ <u>159.10</u>	\$ <u>636.40</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>195.70</u>	\$ <u>587.11</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>97.85</u>	\$ <u>293.55</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>330.83</u>	\$ <u>661.66</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>130.47</u>	\$ <u>391.41</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>97.85</u>	\$ <u>293.55</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>130.47</u>	\$ <u>260.94</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>130.47</u>	\$ <u>260.94</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>23,107.76</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 74.05 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 44.43 per day (use figures)

PRICING SCHEDULE

FACILITY: Hacienda Heights Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>2.95</u>	hours per week	<u>12.77</u> hours per month
Custodian:	<u>1</u>	<u>20.75</u>	hours per week	<u>89.92</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>187.48</u>	\$ <u>749.91</u>
B. CARPET (SOW 13.2)	4	\$ <u>177.43</u>	\$ <u>709.74</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>218.26</u>	\$ <u>654.77</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>109.13</u>	\$ <u>327.38</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>368.95</u>	\$ <u>737.91</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>145.50</u>	\$ <u>436.51</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>109.13</u>	\$ <u>327.38</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>145.50</u>	\$ <u>291.01</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>145.50</u>	\$ <u>291.01</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>31,200.60</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 85.72 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 61.43 per day (use figures)

PRICING SCHEDULE

FACILITY: La Puente Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>1.99</u>	hours per week	<u>8.63</u>
				hours per month
Custodian:	<u>1</u>	<u>13.75</u>	hours per week	<u>59.58</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

<u>II. MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ 151.53	\$ 606.11
B. CARPET (SOW 13.2)	4	\$ 143.41	\$ 573.64
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ 176.40	\$ 529.21
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ 88.20	\$ 264.61
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ 298.21	\$ 596.41
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ 117.60	\$ 352.81
G. FURNITURE (SOW 13.7)	3	\$ 88.20	\$ 264.61
H. RESTROOM WALLS (SOW 13.8)	2	\$ 117.60	\$ 235.21
I. CUBICAL WALLS (SOW 13.9)	2	\$ 117.60	\$ 235.21
TOTAL COST PER YEAR (Section I and II):			\$ 21,126.24

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 81.25 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 48.75 per day (use figures)

PRICING SCHEDULE

FACILITY: La Verne Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>2.46</u>	hours per week	<u>10.68</u> hours per month
Custodian:	<u>1</u>	<u>17.00</u>	hours per week	<u>73.67</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>177.07</u>	\$ <u>708.28</u>
B. CARPET (SOW 13.2)	4	\$ <u>167.59</u>	\$ <u>670.34</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>206.14</u>	\$ <u>618.43</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>103.07</u>	\$ <u>309.21</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>348.48</u>	\$ <u>696.95</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>137.43</u>	\$ <u>412.28</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>103.07</u>	\$ <u>309.21</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>137.43</u>	\$ <u>274.86</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>137.43</u>	\$ <u>274.86</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>26,114.88</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 83.70 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 50.22 per day (use figures)

PRICING SCHEDULE

FACILITY: Rowland Heights Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>4.01</u>	hours per week	<u>17.36</u> hours per month
Custodian:	<u>1</u>	<u>27.25</u>	hours per week	<u>118.08</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>291.89</u>	\$ <u>1,167.56</u>
B. CARPET (SOW 13.2)	4	\$ <u>276.25</u>	\$ <u>1,105.01</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>339.81</u>	\$ <u>1,019.43</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>169.91</u>	\$ <u>509.72</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>574.44</u>	\$ <u>1,148.88</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>226.54</u>	\$ <u>679.62</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>169.91</u>	\$ <u>509.72</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>226.54</u>	\$ <u>453.08</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>226.54</u>	\$ <u>453.08</u>
TOTAL COST PER YEAR (Section I and II):		\$	<u>42,455.16</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 116.64 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 69.98 per day (use figures)

PRICING SCHEDULE

FACILITY: San Dimas Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>3.03</u>	hours per week	<u>13.15</u> hours per month
Custodian:	<u>1</u>	<u>20.00</u>	hours per week	<u>86.67</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>254.18</u>	\$ <u>1,016.74</u>
B. CARPET (SOW 13.2)	4	\$ <u>240.57</u>	\$ <u>962.27</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>295.91</u>	\$ <u>887.74</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>147.96</u>	\$ <u>443.87</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>500.23</u>	\$ <u>1,000.47</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>197.28</u>	\$ <u>591.83</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>147.96</u>	\$ <u>443.87</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>197.28</u>	\$ <u>394.55</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>197.28</u>	\$ <u>394.55</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>32,199.72</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Confactor's Fee when increasing or reducing days of service at this library.

\$ 103.20 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 61.92 per day (use figures)

PRICING SCHEDULE

FACILITY: Sunkist Library

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>1.98</u> hours per week	<u>8.58</u> hours per month
Custodian:	<u>1</u>	<u>13.50</u> hours per week	<u>58.50</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>148.93</u>	\$ <u>595.74</u>
B. CARPET (SOW 13.2)	4	\$ <u>140.96</u>	\$ <u>563.83</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>173.39</u>	\$ <u>520.16</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>86.69</u>	\$ <u>260.08</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>293.10</u>	\$ <u>586.21</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>115.59</u>	\$ <u>346.77</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>86.69</u>	\$ <u>260.08</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>115.59</u>	\$ <u>231.18</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>115.59</u>	\$ <u>231.18</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>20,991.84</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 67.28 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 40.37 per day (use figures)

PRICING SCHEDULE

FACILITY: Walnut Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>1.98</u>	hours per week	<u>8.59</u>
				hours per month
Custodian:	<u>1</u>	<u>12.50</u>	hours per week	<u>54.17</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. <u>MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>195.04</u>	\$ <u>780.15</u>
B. CARPET (SOW 13.2)	4	\$ <u>184.59</u>	\$ <u>738.36</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>227.06</u>	\$ <u>681.17</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>113.53</u>	\$ <u>340.59</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>383.83</u>	\$ <u>767.67</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	\$ <u>151.37</u>	\$ <u>454.12</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>113.53</u>	\$ <u>340.59</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>151.37</u>	\$ <u>302.74</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>151.37</u>	\$ <u>302.74</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>21,068.76</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 81.03 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 48.62 per day (use figures)

PRICING SCHEDULE

FACILITY: West Covina Library

I. HOURS OF SERVICE:

	Number of Staff Assigned		Hours of Service	
Supervisor:	<u>1</u>	<u>10.26</u>	hours per week	<u>44.48</u>
				hours per month
Custodian:	<u>2</u>	<u>71.00</u>	hours per week	<u>307.66</u>
				hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

<u>II. MAJOR CLEANING SERVICES:</u>	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	\$ <u>731.73</u>	\$ <u>2,926.92</u>
B. CARPET (SOW 13.2)	4	\$ <u>692.53</u>	\$ <u>2,770.14</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	\$ <u>851.86</u>	\$ <u>2,555.59</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	\$ <u>425.93</u>	\$ <u>1,277.79</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	\$ <u>1,440.05</u>	\$ <u>2,880.09</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.8)	3	\$ <u>567.91</u>	\$ <u>1,703.73</u>
G. FURNITURE (SOW 13.7)	3	\$ <u>425.93</u>	\$ <u>1,277.79</u>
H. RESTROOM WALLS (SOW 13.8)	2	\$ <u>567.91</u>	\$ <u>1,135.82</u>
I. CUBICAL WALLS (SOW 13.9)	2	\$ <u>567.91</u>	\$ <u>1,135.82</u>
TOTAL COST PER YEAR (Section I and II):			\$ <u>108,761.52</u>

The Proposer is herewith submitting the following Pricing Schedule for Additional/Specialty As-Needed Services work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	<u>Cost Per Request</u>
Calcium Treatment (Windows)	<u>\$40 per hour / 3 hr minimum</u>
Calcium Treatment (Drinking Fountain)	<u>\$25.00 each</u>
Carpeted Wall Cleaning	<u>\$25 per hour / 3 hr minimum</u>
Entrance/Walkway Cleaning	<u>\$25.00 per hour</u>
Power Washing	<u>\$35 per hour / 3 hr minimum</u>
Porter Services	<u>\$25 per hour / 4 hr minimum</u>

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 348.59 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include - Empty all trash cans, clean restrooms, restock supplies)

\$ 209.16 per day (use figures)

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for custodial services at the County of Los Angeles Public Library Custodial Services - **Area 8** as identified in the attached specifications.

Said work will be done for the period prescribed and in the manner set forth in said specifications and compensation therefore will be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence Public Library custodial services on 15 days' notice.

I agree to provide the specified services at the County of Los Angeles Public Library in accordance with the attached specifications for the following submitted compensation which will apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR AREA 8:

\$ 35,334.37 per month (use figures)

ANNUAL CONTRACTOR FEE FOR EACH OF THE FOUR (4) CONTRACT YEARS OF AREA 8 (same amount for each year)

\$ 424,012.44 per year (use figures)

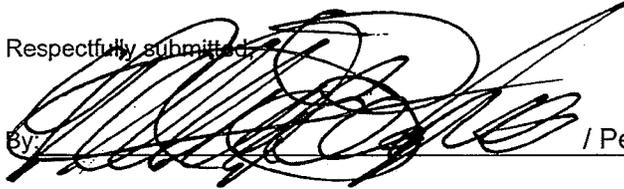
EMPLOYEE RATES:

Supervisors:	Minimum Hourly Wage : <u> \$16.00 </u>
Custodians:	Minimum Hourly Wage : <u> \$11.84 </u>
Other(<u> Floor Technician </u>):	Minimum Hourly Wage : <u> \$12.84 </u>

"CALL-BACK" RATE: \$25 per hour / 3 hr minimum

"ADDITIONAL/SPECIALTY AS-NEEDED SERVICES" RATES: See *Exhibit B - Pricing Schedule* of each facility (Library).

Respectfully submitted,

By:  / Peter Berghuis

 Chief Operations Officer
Title

 8/25/2015
Date

 PRIDE Industries One, Inc.
Firm or Corporation Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

PRIDE Industries One, Inc.

Contractor Name

10030 Foothills Blvd. Roseville, CA 95747

Address

91-1827109

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Peter Berghuis, Chief Operating Officer
 Authorized Official's Printed Name and Title

Authorized Official's Signature

10/5/15
 Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CUSTODIAL SERVICES

COUNTY PROJECT DIRECTOR:

Name: **Yolanda De Ramus**
Title: Acting County Librarian
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 840-8412 Facsimile: (562) 803-3032
E-Mail Address: yderamus@library.lacounty.gov

COUNTY PROJECT MANAGER:

Name: **Elsa Muñoz**
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8450 Facsimile: (562) 803-0330
E-Mail Address: emunoz@library.lacounty.gov

COUNTY PROJECT MONITOR:

Name: **Gilbert A. Garcia**
Title: Contracts Services Coordinator
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8478 Facsimile: (562) 803-0016
E-Mail Address: ggarcia@library.lacounty.gov

COUNTY PROJECT ANALYST:

Name: Maria Vadai, Contracts Analyst
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8485 Facsimile: (562) 803-0016
E-Mail Address: mvadai@library.lacounty.gov
contractservices@library.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: PRIDE Industries One, Inc.

CONTRACT NO: All Areas – County of Los Angeles Public Libraries

CONTRACTOR'S PROJECT MANAGER:

Name: Jeremiah Goldberg

Title: Senior Regional Manager

Address: 7436 Bandini Boulevard

Commerce, CA 90040

Telephone: (626) 436-4793

Facsimile: (323) 597-1027

E-Mail Address: jeremiah.goldberg@prideindustries.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Peter Berghuis

Title: Senior Vice President

Address: 10030 Foothills Boulevard M/S 13

Roseville, CA 95747

Telephone: (916) 788-2312

Facsimile: (916) 788-2565

E-Mail Address: peter.berghuis@prideindustries.com

Name: Gina DeBernardi

Title: Director of Contracts

Address: 10030 Foothills Boulevard M/S 13

Roseville, CA 95747

Telephone: (916) 788-2344

Facsimile: (916) 788-2565

E-Mail Address: gina.debernardi@prideindustries.com

Notices to Contractor shall be sent to the following:

Name: PRIDE Industries One, Inc. Jeremiah Goldberg

Title: Contracts Dept M/S 13 Senior Regional Manager

Address: 10030 Foothills Boulevard 7436 Bandini Boulevard

Roseville, CA 95747 Commerce, CA 90040

Telephone: (916) 788-2362 (626) 436-4793

Facsimile: (916) 788-2565 (323) 597-1027

E-Mail Address: laurel.petersen@prideindustries.com jeremiah.goldberg@prideindustries.com

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: PRIDE Industries One, Inc. _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

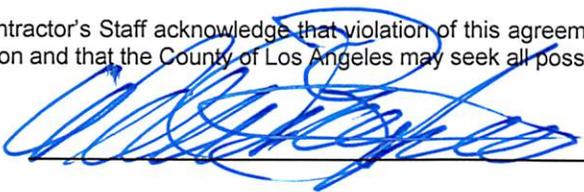
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  _____

DATE: 10 / 5 / 2015

PRINTED NAME: Peter Berghuis

POSITION: Chief Operating Officer

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

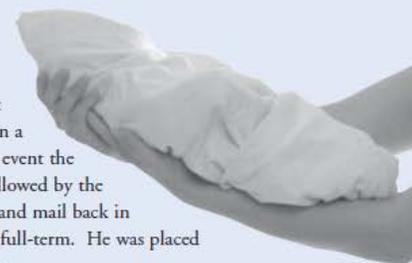
What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

LIVING WAGE ORDINANCE

Sections:**2.201.010 - Findings.****2.201.020 - Definitions.****2.201.030 - Prospective effect.****2.201.040 - Payment of living wage.****2.201.050 - Other provisions.****2.201.060 - Employer retaliation prohibited.****2.201.070 - Employee retention rights.****2.201.080 - Enforcement and remedies.****2.201.090 - Exceptions.****2.201.100 - Severability.****2.201.010 - Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007; 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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- 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.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business.
(Ord. 2007-0011 §2, 2007: 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. ^[152] 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.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

(Ord. 2007-0011 § 3, 2007: 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 Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive 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. 2011-0066 § 3, 2011; Ord. 99-0048 § 1 (part), 1999.)*

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. *(Ord. 99-0048 § 1 (part), 1999.)*

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.
(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- D. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.
(Ord. 2007-0011 § 4, 2007: 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.)

FOOTNOTE(S):

⁽¹⁵²⁾ **Editor's note**— Ordinance 99-0048, which enacted Ch.2.201, is effective on July 22, 1999.

EXHIBIT K

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS



EXHIBIT K

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. Information to complete this form can be obtained from your weekly certified payroll reports. Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From Payroll period: / /	To Payroll period: / /
(6) Department Name:		(7) Contract Service Description:	(8) Contract Name & Number:
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	

(11) Employee Name, Address & Last 4 digits of SSN	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (18+19)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. Print Authorized Name:		Total (This Page)		0	0	0	0	0	0	0	0	0
		Grand Total (All Pages)										

Authorized Signature:	Date:	Title:	Telephone Number (include area code) ()	Page: _____ of _____
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EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(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
indirectly, from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended
(48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 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:
Date:
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 CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT M

CALIFORNIA LABOR CODE SECTIONS 1060-1065

LABOR CODE

SECTION 1060-1065

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

EXHIBIT N

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
- 3. A purchase made through a state or federal contract;
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
- 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT O

FACILITIES MAINTENANCE COST

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES – AREA 8**

FACILITIES MAINTENANCE COST

Library Facilities	Annual Amount	Monthly Amount
Baldwin Park	\$32,682.72	\$2,723.56
Charter Oak	\$8,455.08	\$704.59
Claremont	\$55,853.16	\$4,654.43
Duarte	\$23,102.76	\$1,925.23
Hacienda Heights	\$31,200.60	\$2,600.05
La Puente	\$21,126.24	\$1,760.52
La Verne	\$26,114.88	\$2,176.24
Rowland Heights	\$42,455.16	\$3,537.93
San Dimas	\$32,199.72	\$2,683.31
Sunkist	\$20,991.84	\$1,749.32
Walnut	\$21,068.76	\$1,755.73
West Covina	\$108,761.52	\$9,063.46
Total	\$424,012.44	\$35,334.37

CUSTODIAL SERVICES
LIBRARY HEADQUARTERS (LHQ)



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LINCOLN TRAINING CENTER

FOR

CUSTODIAL SERVICES

LIBRARY HEADQUARTERS (LHQ)

78451

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- O FACILITIES MAINTENANCE COST

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LINCOLN TRAINING CENTER
FOR
CUSTODIAL SERVICES – LIBRARY HEADQUARTERS (LHQ)**

This Contract (“Contract”) made and entered into this 1st day of December, 2015 by and between the County of Los Angeles, hereinafter referred to as County and **Lincoln Training Center**, hereinafter referred to as “Contractor”. **Lincoln Training Center** is located at 2643 Loma Avenue, South El Monte, CA 91733.

RECITALS

WHEREAS, the County may contract with private businesses for Custodial Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Custodial Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Custodial Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance

Displaced Janitor Opportunity Act

- 1.13 EXHIBIT M – California Labor Code Sections 1060-1065

Defaulted Property Tax Reduction Program

- 1.14 EXHIBIT N – Defaulted Property Tax Reduction Program

Facilities Maintenance Cost

- 1.15 EXHIBIT O – Facilities Maintenance Cost

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Contract Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Contract Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **County Librarian:** Head of the County of Los Angeles Public Library
- 2.8 **Day(s):** Business day(s) unless otherwise specified.
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1 and ending the following June 30.
- 2.10 **Public Library:** County of Los Angeles Public Library.
- 2.11 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor will fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be four (4) years commencing upon execution by the County's Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County will have the sole option to extend this Contract term for up to **one (1)** additional one-year period and **six (6)** month-to-month extensions for a maximum total Contract term of **five (5)** years and **six (6)** months. Each such option and extension will be exercised at the sole discretion of the County Librarian, or his/her designee, as authorized by the Board.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor will notify the Public Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to the County Contract Project Manager at the address herein provided in Exhibit E - County's Administration. The Contractor, in said notification, will make the County aware of its intent to exercise the applicable option year or month-to-month extensions.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit C - Contractor's Proposed Schedule, and will not exceed One Hundred One Thousand Five Hundred Eighty-Nine Dollars and Eighteen Cents **(\$101,589.18)** for each year of this Contract, except as set forth in Sub-section 8.1 – Amendments. The maximum contract sum is comprised of the Contractor's annual fee of **(\$92,353.80)**, and an annual estimate for unanticipated work of **(\$9,235.38)** for as-needed custodial services as authorized in Section 9.0, Unanticipated Work, of the Statement of Work.
- 5.2 The Contractor will be paid the monthly Contract fee of Seven Thousand Six Hundred Ninety-Six Dollars and Fifteen Cents **(\$7,696.15)**, and will not exceed Ninety-Two Thousand Three Hundred Fifty-Three Dollars and Eighty Cents **(\$92,353.80)** for each year of this Contract.
- 5.3 The use of the maximum contract sum for any unanticipated work is not guaranteed by the County, and is contingent upon the Public Library's adopted budget and needs.
- 5.4 The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever, will not occur except with the County's express prior written approval.

5.5 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor will send written notification to County Contract Project Manager at the address herein provided in Exhibit E – County's Administration.

5.6 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it will immediately notify the County and will immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.7 **INVOICES AND PAYMENTS**

5.7.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – Statement of Work and elsewhere hereunder. The Contractor will prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B – Pricing Schedule and Exhibit C – Contractor's Proposed Schedule, and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.7.2 The Contractor's invoices will be priced in accordance with Exhibit B – Pricing Schedule, Exhibit C – Contractor's Proposed Schedule, and Exhibit O – Facilities Maintenance Cost.

5.7.3 The Contractor's invoices will contain the information set forth in Exhibit A – Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.7.4 The Contractor will submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

- **Exhibit K – Monthly Certification for Applicable Health Benefit Payments** (if applicable)
- **Exhibit L – Payroll Statement of Compliance**

5.7.5 All invoices under this Contract will be submitted to the County Contract Project Manager and/or the County Contract Project Monitor at the physical or electronic address herein provided in Exhibit E – County’s Administration.

5.7.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Contract Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.7.7 The County may deduct from the payment, amounts assessed which may include but not limited to, liquidated damages, replacement cost of services, cost for damages to County equipment and/or facilities or any other offset in accordance with the terms and conditions of this Contract.

5.7.8 The Contractor will be paid approximately forty-five (45) days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County’s Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT PROJECT DIRECTOR

The role of the County Contract Project Director may include:

- coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event will Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information

requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 COUNTY CONTRACT PROJECT MANAGER

The role of the County Contract Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- approving call-back services as provided herein.

The County Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 COUNTY CONTRACT PROJECT MONITOR

The role of the County Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County Contract Project Monitor reports to the County Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 CONTRACTOR PROJECT MANAGER

- 7.1.1 The Contractor Project Manager is designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County Contract Project Manager and County Contract Project Monitor on a regular basis.
- 7.1.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry to include

but not limited to; overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

7.2 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and Public Library, at any time during the term of this Contract.

7.2.1 Contractor staff removed pursuant to this Sub-section will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

The Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.3.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor personnel must immediately comply with such request.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of

Contractor's staff be removed immediately from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.4 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

7.5.1 The Contractor will maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement,

agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor will sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment will be prepared and executed by the Contractor and by the Board, for the exceptions that (a) the Term of the Contract was not otherwise authorized by section 4.0 and (b) the County Librarian is expressly authorized to increase the contract sum set forth in Section 5.0, Contract Sum, not to exceed ten percent (10%) of the total annual contractor's fee, originally approved by the Board, for a particular contract year, due to changes to the number or size of facilities or days of services pursuant to Paragraph 8.1.4 and to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee. Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and

executed by the Contractor and by the Contractor and by the County Librarian, or his/her designee.

- 8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A, Statement of Work (SOW), Attachments I – Service Location and Specifications. The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per library facility. This cost estimate will not exceed the cost to provide custodial services for similar sized library facilities being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. Upon Board delegation, the County Librarian or his/her designee will have authority to sign the amendment for the County. All standard terms and conditions in the current Contract will extend to any library facility added in the amendment.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor will not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent will be null and void. For purposes of this Sub-section, County consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor will continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor will develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor will preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses will be sent to the County Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor will comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 8.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor

for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor will comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH DISPLACED JANITOR OPPORTUNITY ACT

This Contract is subject to the provisions of California Labor Code Section 1060-1065: Chapter 4.5 Displaced Janitors Opportunity Act because it is a Contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002. A copy is provided in Exhibit M - California Labor Code Sections 1060-1065.

Under this Act, as specified, a successor Contractor or successor Subcontractor will retain, for a sixty (60) day transition employment period, employees who have been employed by the terminated Contractor or its Subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor Contractor or successor Subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated Contract.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the

Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor will comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make full written disclosure of such facts to the County. Full written disclosure will include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph will be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor will give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors will report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality,

fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the

County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.17.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs will be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.17.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by County, as determined by the County, for such repairs will be repaid by the Contractor by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

8.18.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor will obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor will retain all such documentation for all covered employees for the period prescribed by law.

8.18.2 The Contractor will indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

The Contractor will comply with all applicable provisions of the Federal Fair Labor Standards Act and will indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.21 FORCE MAJEURE

8.21.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such

failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.21.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

8.23.1 This Contract is by and between the County and the Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.23.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages,

unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.23.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.23.4 The Contractor will adhere to the provisions stated in Sub-section 7.5 - Confidentiality.

8.24 INDEMNIFICATION

The Contractor will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.25 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates will be provided to the County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements will be sent to the County Contract Project Manager at the physical or electronic address herein provided in Exhibit E – County's Administration.

Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also will promptly notify the County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.25.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively the County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents

additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.25.3 Cancellation of or Changes in Insurance

Contractor will provide the County with, or the Contractor's insurance policies will contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.25.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.25.5 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.25.6 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to the Contractor. Any County maintained

insurance or self-insurance coverage will be in excess of and not contribute to any Contractor coverage.

8.25.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.25.8 Sub-Contractor Insurance Coverage Requirements

The Contractor will include all Sub-Contractors as insureds under Contractor's own policies, or will provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor will be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and will require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor will obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.25.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. The Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.25.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the

underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 **Separation of Insureds**

All liability policies will provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.25.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents will be designated as an Additional Covered Party under any approved program.

8.25.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.26 **INSURANCE COVERAGE**

8.26.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.26.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased

employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form will be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.27 LIQUIDATED DAMAGES

- 8.27.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.27.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars (\$200) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Exhibit 2, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all

deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in sub-paragraph 8.27.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This sub-paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.27.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices will be immediately extended to the County.

8.29 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.29.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.29.2 The Contractor will certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.29.3 The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.29 when so requested by the County.
- 8.29.7 If the County finds that any provisions of this sub-paragraph 8.29 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON-EXCLUSIVITY

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict Public Library from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party will, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

The Contractor will bring to the attention of the County Contract Project Manager and/or County Contract Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Project Manager or County Contract Project Director is not able to resolve the dispute, the County Librarian, or his/her designee will resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor will notify its employees, and will require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice will be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor will notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 NOTICES

All notices or demands required or permitted to be given or made under this Contract will be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and Exhibit F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Librarian or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that,

during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

8.38.1 The Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor will develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the

prior written consent of the County Contract Project Director.
The County will not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.38 will apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor will maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor will also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material will be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.39.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor will file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.39 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract,

representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.39.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this sub-section relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information will be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.40 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.41 SUBCONTRACTING

8.41.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.41.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.41.3 The Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.41.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.41.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.41.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.

8.41.7 The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their

officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.41.8 The Contractor will obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor will ensure delivery of all such documents to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as will not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.39, Record Retention AND Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

8.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.44, or that the default was excusable under the provisions of Paragraph 8.44.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-section 8.43 - Termination for Convenience.

8.44.5 The rights and remedies of the County provided in this Sub-section 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

8.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.45.2 The Contractor will immediately report any attempt by a County officer or employee to solicit such improper consideration. The report will be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.45.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.46 TERMINATION FOR INSOLVENCY

8.46.1 The County may terminate this Contract forthwith in the event of

the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this Sub-section 8.46 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, will fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances will not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.50 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.51.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to the County under any other provision of this contract, failure of the Contractor to cure

such default within 10 days of notice will be grounds upon which the County may terminate this contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.54 TIME OFF FOR VOTING

The Contractor will notify its employees, and will require each Sub-contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors will keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor will pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at sub-paragraph 5 of this paragraph 9.1.2 under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care

benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor will be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of

“Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 **Contractor’s Submittal of Certified Monitoring Reports**

The Contractor will submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports will list all of the Contractor’s Employees during the reporting period. The certified monitoring reports will also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports will also state the name and identification number of the Contractor’s current health care benefits plan, and the Contractor’s portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports will be submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor will promptly provide such information. The Contractor, through one of its officers, will certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 **Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor will immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 **County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County will have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 **Notifications to Employees**

The Contractor will place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor will also distribute County-provided notices to each of its Employees at least once per year. The Contractor will translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this subsection, the County will have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified

monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future

County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor will assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor will not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor will immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees will not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor will maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor will demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the

- federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
 3. The Contractor will not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

The Contractor will not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

- 1. Pay to the County any difference between the contract amount and what the County’s costs would have been if the contract had been properly awarded;
- 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
- 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By *Anton*
Deputy

CONTRACTOR: Lincoln Training Center

Name

By *[Signature]*
Name
Exec SP
Title



COUNTY OF LOS ANGELES

By *Mike Antonovich*
MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer
of the Board of Supervisors

By *Anton*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31

DEC 01 2015

APPROVED AS TO FORM:

MARY WICKHAM
Interim County Counsel

By *[Signature]*
JILL M. JONES
Deputy County Counsel

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

78451

**CONTRACT FOR
CUSTODIAL SERVICES**

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STATEMENT OF WORK (SOW)

CUSTODIAL SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor will provide daily custodial services for the public and staff areas of the County of Los Angeles Public Library (Public Library) facilities identified in Attachment I, Service Locations and Hours of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for Contractor's performance under this Contract. Custodial services include, but are not limited to, offices, conference/meeting rooms, lobbies, corridors, elevators, restrooms, lunchrooms and light maintenance of the exterior, such as exterior trash receptacles, visible trash in parking lots and cleaning of entryways. Scheduled Major Cleaning Services include, but are not limited to, carpet cleaning, tile strip and wax and window washing. The Contractor will also perform Unanticipated Work as described in Section 9.0 – Unanticipated Work of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County and will be considered completed upon successful inspection.

2.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2.0 – Definitions of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

3.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

3.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities, in facility size or days of service for facilities listed in Attachment I – Service Locations and Hours of the SOW. Due to budget considerations, the days and hours open may vary throughout the Contract term. The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per additional facility. This cost estimate will not exceed the cost to provide custodial services for similar sized library facilities being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein.

3.2 All changes must be made in accordance with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract.

The County Librarian, or his/her designee, has the authority to sign the amendment for the County, consistent with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract. All terms in the current Contract will extend to any library facility added by the Amendment.

4.0 QUALITY CONTROL

The Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County Contract Project Monitor for review within ten (10) days of Contract award. The Plan will include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met.
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be kept and provided to the County upon request.
- 4.3 The Contractor will maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints will be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8.0 – Standard Terms and Conditions; Sub-section 8.16 – County's Quality Assurance Plan of the Contract.

5.1 MEETINGS

The Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day. Failure to attend a monthly scheduled meeting will result in an assessment of Two-Hundred Dollars (\$200.00). Refer to the SOW Exhibits, Exhibit 2 – Performance Requirements Summary (PRS).

5.2 ANNUAL EVALUATION

The County or its agents will evaluate the Contractor's performance under the Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The report will include improvement/corrective action measures taken by the Contractor in response to this evaluation.

Contractor deficiencies which the County determines as severe or continuing and that may place performance of the Contract in jeopardy if not corrected may be reported to the Board. If improvement does not occur consistent with corrective action measures, the County may terminate the Contract or impose other penalties as specified in the Contract.

5.3 CONTRACT DISCREPANCY REPORT

Verbal notification of a Contract discrepancy will be made to the County's Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Contract Project Monitor will determine whether a formal Contract Discrepancy Report will be issued. Refer to the SOW Exhibits, Exhibit 1 – Contract Discrepancy Report. Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to the County's Contract Project Monitor within ten (10) business days.

5.4 COUNTY OBSERVATIONS

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 PERSONNEL

The County will administer the Contract according to Section 6.0 – Administration of Contract – County of the Contract. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Section 8.0 – Standard Terms and Conditions, Sub-section 8.1 – Amendments of the Contract.

6.2 FURNISHED ITEMS

6.2.1 Keys/Access Cards/Remote Controls

The County will provide two (2) sets of keys/access cards/remote controls, at no cost to the Contractor, for the library facilities to be serviced. The Contractor will acknowledge receipt of the keys/access cards/remote controls, accepting full responsibility. Contractor employees are to use keys/access cards/remote controls only in the carrying out of contracted services. All such keys/access cards/remote controls are property of the County and will be returned to the County Contract Project Manager, within five (5) business days of the termination of the Contract.

If additional sets are needed the Contractor will submit a request in writing to the County Contract Project Manager. At no time are the keys to be duplicated by the Contractor.

Any lost or damaged keys/access cards/remote controls will be replaced by the County at the expense of the Contractor.

6.2.2 Alarm Codes

The Contractor may be issued intrusion alarm codes to the library facilities to be serviced. The Contractor accepts full responsibility for the security of the alarm codes and will provide codes only to its employees as required to provide custodial services in accordance with the Contract.

Instructions for the use of intrusion alarms will be provided by the County. If it is determined that the Contractor's employee fails to arm the intrusion alarm or is responsible for a false alarm, liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.3 Utilities

The County will provide all utilities including gas, electricity and water. The County will be responsible for maintenance and repairs of the same. Contractor employees are to use utilities only in the carrying out of the contracted services and at no time are the utilities to be used for personal use. The Contractor will notify the County by calling the Los Angeles County Operator at (213) 974-1234, to report any concerns, problems or damage immediately upon discovery.

6.2.4 Materials and Equipment

The County does not make telephones, computers, faxes, copiers or any County peripherals available for the use of the Contractor's

employees. Any such misuse of County property will result in the assigned Contractor employees' immediate removal from working on the Contract and liquidated damages will be assessed. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.2.5 Storage Area

The County will provide a storage area to the Contractor as determined by the County, when available. The County does not guarantee exclusive use of this storage area. The Contractor is prohibited from use of said storage area or any other County property for conducting business interests that are not related to or required by the specified library facility. The Contractor will maintain the storage area in a clean and orderly manner; this includes supply boxes and equipment.

CONTRACTOR

6.3 CONTRACTOR PROJECT MANAGER

6.3.1 The Contractor will provide a full-time Contractor Project Manager or designated alternate. The Contractor will provide a telephone number where the Contractor Project Manager may be reached all hours, 365 days per year.

6.3.2 The Contractor Project Manager will act as a central point of contact with the County.

6.3.3 The Contractor Project Manager must have three (3) years of demonstrated experience in the custodial service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, quality control and customer relations.

6.3.4 The Contractor Project Manager will have full authority to act for Contractor on all matters relating to the daily operations of the Contract. The Contractor Project Manager and alternate will be able to effectively communicate, in English, both orally and in writing.

6.4 PERSONNEL

6.4.1 The Contractor will assign a sufficient number of employees to perform the required work. At least one employee on site will be authorized to act for the Contractor in every detail and must speak and understand English.

6.4.2 The Contractor will assign one (1) supervisor exclusive to each Contract Area to monitor and inspect the employees and their performance.

6.4.3 The Contractor will be required to background check their employees as set forth in Section 7.0 – Administration of Contract –

Contractor, Sub-section 7.4 – Background and Security Investigations of the Contract and Paragraph 6.4.6 of this Sub-section.

- 6.4.4 The Contractor will ensure that **only** personnel assigned to the Contract or specialty crew are permitted in the library facilities at all times. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.
- 6.4.5 The County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. The County has the right to approve or disapprove the Contractor's employees as set forth in Sub-section 7.2 – Approval of Contractor's Staff of the Contract.
- 6.4.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.4.7 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the Contract.
- 6.4.8 The Contractor's employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.5 **UNIFORMS AND IDENTIFICATION BADGES**

- 6.5.1 The Contractor's employees that are assigned to County facilities will wear an appropriate uniform shirt at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the County's Contract Project Director or his/her designee, will be provided by and at Contractor's expense.

6.5.2 The Contractor will ensure that its employees are appropriately identified as set forth in Sub-section 7.3 – Contractor’s Staff Identification of the Contract.

6.5.3 The Contractor will ensure that every on-duty Contractor employee wears a visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge will be displayed on employee’s person at all times when he/she is on County designated property.

6.5.4 The Contractor may be assessed liquidated damages for failure to comply with Uniform and Identification Badges. Refer to the SOW Exhibits, Exhibit 2 – PRS.

6.6 MATERIALS AND EQUIPMENT

6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.

6.6.2 All cleaning materials must be labeled in accordance with State of California Cal OSHA standards.

6.6.3 The Contractor is required to keep all equipment used to maintain the library facilities in a safe and operable manner. The Contractor must check all equipment daily for safety.

6.6.4 The Contractor is obligated to provide all Safety Data Sheets (SDS) for all chemicals utilized in the cleaning process. All SDS will be stored in each custodial closet at each library facility. It is the responsibility of the Contractor to monitor the accuracy of each SDS and to replace them immediately with the most current information when products are replaced. Failure to provide all SDS during the term of the Contract may result in liquidated damages.

6.7 TRAINING

6.7.1 The Contractor will provide training programs to all Contractor employees assigned to this Contract on the duties and responsibilities of this SOW.

6.7.2 On their first day of assignment, the Contractor will provide the Contractor employee with training and orientation regarding the assigned library facility, including, but not limited to entry alarms, doors, work requirements, cleaning techniques and restrictions.

6.7.3 The Contractor will provide continuing education training annually to all employees assigned to this Contract to ensure knowledge of duties and responsibilities.

6.7.4 The Contractor will provide training to all Contractor employees regarding their required tasks and the safe handling of equipment.

6.7.5 The Contractor must provide proof of training to the County upon completion of initial assignment and annually thereafter. Proof of training must include a list of subjects trained and a signature from the employee acknowledging training and understanding. All company training records, including course materials, must be available for inspection at the request of the County.

6.8 **CONTRACTOR'S OFFICE**

The Contractor will maintain an office with a telephone in the company's name where the Contractor conducts business.

6.8.1 **Business Hours**

The Contractor's office will be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquiries and complaints. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.8.2 **After-Hours**

When the Contractor's office is closed, the Contractor Project Manager's after-hours number will be utilized to address inquiries and complaints. If voicemail is utilized, the Contractor Project Manager must respond within fifteen (15) minutes of the initial call. Refer to the SOW Exhibits, Exhibit 2 – PRS for non-compliance.

6.9 **CONTRACTOR'S DAMAGE**

The Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees. All repairs will be performed by the County and the Contractor will reimburse the County for the value of the repair.

6.10 **EMERGENCY PROCEDURES**

The Contractor will immediately report any emergency situation such as vandalism, broken water pipes, windows, doors, etc., by calling the Los Angeles County Operator at (213) 974-1234.

6.11 **FACILITY SECURITY**

It is the responsibility of the Contractor to ensure that facilities are secured at all times. Failure to properly secure a facility will result in liquidated damages and other damages suffered by and or available to the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

7.0 HOURS/DAYS OF WORK

Hours of custodial services are to be performed at the close of each library facility's work day between one (1) hour after library closes and up to one (1) hour before the library opens, as described in Attachment I, Service Locations and Hours of the SOW. Exceptions to this requirement are noted in Attachment V, Special Work Requirements of the SOW.

Contractors are not required to work on County-recognized holidays or days of library facility closure. The Contractor may perform special or periodic cleaning on these days, but will be required to receive prior approval by the County Contract Project Manager. The County will provide a list of County-recognized holidays upon commencement of the Contract.

8.0 WORK SCHEDULES

8.1 The Contractor will submit a work schedule for each library facility to the County Contract Project Manager within fifteen (15) business days prior to the start of the Contract. The schedules will list the employees assigned, hours and days to work. Schedules will be adhered to at all times unless the County is otherwise notified of a change.

8.2 The Contractor will submit revised schedules when changes to staff occur. Said revisions will be submitted to the County Contract Project Manager for review and approval within five (5) business days prior to scheduled time for work.

9.0 UNANTICIPATED WORK

9.1 The County Contract Project Director or his/her designee may authorize, in writing, the Contractor to perform unanticipated work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of Nature, and third party negligence; or to add to, modify or refurbish existing library facilities.

9.2 The Contractor will prepare and submit a written description of the work with an estimate of labor and materials prior to performing any unanticipated work. If immediate action is needed, a verbal authorization from the County Project Director or his/her designee, with a written follow-up, can be given to perform unanticipated work. A written description of the work completed with a cost of labor and materials must be submitted within three (3) business days to the County.

9.3 The Contractor will commence all unanticipated work on the established specified date. The Contractor will proceed diligently to complete said work within the time allotted.

- 9.4 The County reserves the right to perform unanticipated work itself or assign the work to another Contractor.

9.5 **ADDITIONAL/SPECIALTY AS-NEEDED SERVICES**

The Contractor will provide “Additional/Specialty As-Needed Services” for all library facilities upon request. These services may fall under the following categories: (1) Post-Construction cleaning; (2) Special Event cleaning; (3) Reduced Services, (4) Special Event Porter Services and (5) Additional Major Cleaning Services, as listed in Section 13.0 – Scheduled Major Cleaning Services of the SOW. The County Contract Project Monitor will provide a Statement of Work specific to the request category and the Contractor is to provide a price quote within five (5) business days. Approval of the quote is required prior to the commencement of services.

Price quotes for Additional Major Cleaning Services will be based on, Exhibit B – Pricing Schedule.

9.6 **CALL BACK**

Call Backs are as-needed work outside of the normal contractual duties brought on by an event, accidental or intentional, or by a failure of the contractor to perform their duties and which require immediate mitigation. Examples of custodial related call backs, include but not limited to, urine, feces, vomit, blood, sewage, spilled food/beverages, and/or vandalism.

The Contractor must have capabilities for call back requests. The Contractor **must** respond to call back requests within two (2) hours of notification. The Contractor will submit an invoice for the total actual hours spent by the Contractor to address the situation, including actual service time and actual travel time, and based on the hourly ‘call back’ rate specified in Exhibit C - Contractor’s Proposed Schedule. In the event the Contractor does not respond to a ‘call back’ request within the time specified herein, but nevertheless completes the work, then the Contractor will be paid for the ‘call back’ at the regular employee hourly rate instead of the ‘call back’ rate specified in the Contractor’s Proposed Schedule. Upon completion of a ‘call back’ requested service, the Contractor must notify the County Contract Project Monitor.

- 9.6.1 For Call Back Services involving Bloodborne Pathogens (BBP) contractors will provide BBP services in accordance with the Occupational Safety and Health Administration’s (OSHA) Bloodborne pathogen Standard under Title 29 of the Code of Federal Regulations. BBP services will only be provided by employees trained and certified through a program designed to meet the requirements of OSHA. A list of certified employees and their certificates must be provided to the Public Library within ten (10) days of the start of the Contract.

- 9.6.2 Utilizing the **Custodial Call Back Request Slip** (Attachment III) the Contractor employee must sign-in upon arrival and sign-out when the 'call back' work is completed and/or upon departure. The library facility staff signs the form to confirm and approve the times. Upon completion of the work, the library facility staff will inspect and approve the work, then they will forward the Custodial Call Back Request Slip to the County Contract Project Monitor.

10.0 SIGN-IN REQUIREMENTS

All Contractor employees are required to sign-in upon arrival and sign out at departure, with an ink pen, at each Public Library facility. This includes, but is not limited to custodians, special cleaning crews, supervisors and quality control monitors. A Custodial Services Employee Sign-In/Sign-Out Log (Attachment IV) is provided at each library facility and must be kept in the custodial closet. Contractor employees must sign in and out with the actual date and time the library facility was entered/exited.

11.0 SPECIFIC DAILY WORK REQUIREMENTS

All assignments listed below are to be completed **daily**. The Contractor is responsible to evaluate and monitor the use of consumable supplies and provide sufficient supplies, such as, paper towels, toilet paper, and soap, etc. for the next day.

The Contractor's employees are required to use all appropriate cleaning material to complete their assignments and clean all work areas after completion of their assignments.

The Contractor's employees must remove all trash from the building and dispose of into proper receptacles (replace lock if applicable). If a recycling program is established, remove all recyclable materials from the designated recycle receptacles (not personal work spaces) and dispose of into proper exterior receptacles (replace lock if applicable).

The Contractor's employees are responsible for turning off all lights and securing the facilities after services are provided.

11.1 RESTROOMS (STAFF AND PUBLIC)

- Clean entry doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean and polish entry door push plates, knobs and kick plates.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.

- Clean mirrors, including chrome-finished edges, to remove spots, smudges and leave streak-free, including the removal of hard water stains and deposits.
- Clean all exposed pipe fixtures including the removal of hard water stains and deposits.
- Clean and sanitize all dispensers; soap, paper towel, toilet seat cover and toilet paper.
- Clean and sanitize all toilet seats, bowls, bases, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean and sanitize the exterior and interior surfaces of the baby-changing tables.
- Clean, sanitize and polish all handrails.
- Clean and sanitize urinals, flushing levers and pipe fixtures, including the removal of hard water stains and deposits.
- Clean stall partitions, supports, bases, doors (inside and out), latches/knobs to remove dirt, marks, fingerprints, smudges, splashes, etc.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, etc. leaving surface free of cleaning product residue and discoloration.
- Refill all dispensers; soap, paper towel, toilet seat cover, feminine products, toilet paper, baby-changing table liners, and hand sanitizer.
- Sweep, wet mop and disinfect all floors, leaving baseboards and walls free of splashes and/or marks from cleaning equipment/products.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.

11.2 MAIN LIBRARY (INTERIOR), OFFICES, WORKROOMS, AND MEETING ROOMS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges,

and markings, leaving the surface free of cleaning product residue and discoloration.

- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, paper towel.
- Refill all dispensers; soap (with dish soap), paper towel, and hand sanitizer.
- Remove graffiti from all surfaces where found. Note: If graffiti is unable to be removed, contact the County Contract Project Monitor

- immediately.
- DO NOT disturb any paperwork on top of desk or surrounding floors or tables.

11.3 LUNCH ROOM AND LOUNGE

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. Note: Emergency Exit doors must not be opened to prevent alarms from sounding.
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize sinks and faucets; polish chrome-finished fixtures, including the removal of hard water stains and deposits.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms, fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.

- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface
- Remove graffiti from all surfaces where found (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)
- Clean and sanitize the exterior surfaces of the refrigerator, stove/range, microwave, toaster, and toaster oven.
- Clean exterior of all cupboards including knobs/handles to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean and sanitize all dispensers; soap, and paper towel.
- Refill all dispensers; soap (with dish soap), paper towel and hand sanitizer.

11.4 LOBBIES AND CORRIDORS

- Clean all doors (inside and out), including windows to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame. (Note: Emergency Exit doors must not be opened to prevent alarms from sounding.)
- Clean, sanitize and polish water fountain basin and body to remove dust, dirt, debris, fingerprints, smudges, hard water stains and markings, leaving the surface free of cleaning product residue and discoloration.
- Vacuum all entry mats.
- Empty and clean the interior and exterior surfaces of the trash receptacles and replace plastic liners.
- Clean all desks, tables and furniture, including top, base, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Clean all chairs (all materials), including seat base, back, legs and cross supports to remove dust, dirt, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Dust, vacuum and spot clean all upholstered furniture, including under cushions and cushion edges.
- Remove dirt, dust and debris from all surfaces to a height of six (6) feet; includes but not limited to artwork (unless instructed otherwise), bookshelves (including all open spaces), bulletin boards, cubicle panels, display cases, framed pictures, fire alarms,

fire extinguishers, light switch plates, magazine racks, shelves, signs, and thermostats.

- Remove dirt, dust and debris from the computer monitors, keyboards, fax machines, printers, photocopy machines and self-checkout machines using appropriate techniques and products to prevent damage.
- Clean and disinfect telephone receivers and base units using appropriate techniques and products to prevent damage.
- Clean all windows to a height of six (6) feet, including sills and frames, to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all glass and glass cases to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners, under tables, under chairs, under mats and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners, under tables, under chairs, and any other hard to reach areas.
- Vacuum all area rugs, including under tables and under chairs.
- Spot clean all carpeted areas and area rugs, using the most appropriate method to completely remove the spot/stain without damaging the surface.
- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.5 ELEVATORS

- Clean and sanitize panels and handrails to remove dirt, marks, fingerprints, smudges, splashes and spots.
- Clean all doors (inside and out) to remove dirt, marks, fingerprints, smudges, splashes and spots; includes threshold rail and frame.
- Clean walls to remove dirt, marks, fingerprints, smudges, splashes, tape, tape residue, etc. leaving surface free of cleaning product residue and discoloration.
- Sweep, wet mop and disinfect all non-carpeted floors, including edges, corners and any other hard to reach areas.
- Vacuum all carpeted areas to include edges, corners and any other hard to reach areas.
- Spot clean all carpeted areas, using the most appropriate method to completely remove the spot/stain without damaging the surface.

- Remove graffiti from all surfaces where found. (Note: If graffiti is unable to be removed, contact the County Contract Project Monitor immediately.)

11.6 **PARKING LOTS, OUTDOOR, SURROUNDING AREAS, AND PATIO DECKS**

- Clean all exterior book drop containers and wall-mount deposit doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior wall-mount mail-drop doors to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Clean all exterior signs and plaques to remove dust, dirt, debris, fingerprints, smudges, tape, tape residue and markings, leaving the surface free of cleaning product residue and streaks.
- Empty and clean the exterior surfaces of the exterior trash receptacles and replace plastic liners.
- Empty and clean the exterior cigarette urns.
- Sweep the library entry area to a reasonable location; collect and dispose of swept dirt, debris, etc.
- Sweep the library loading dock and side/rear staff entrances; collect and dispose of swept dirt, debris, etc.
- Sweep and dispose of all trash in the library exterior patio/lunch area; collect and dispose of swept dirt, debris, etc.
- Clean all tables and chairs, including top, base, legs and cross supports to remove dust, debris, fingerprints, smudges, and markings, leaving the surface free of cleaning product residue and discoloration.
- Locate and dispose of all trash in the parking lot, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.
- Locate and dispose of all trash in the loading dock, side/rear staff entrances, including, but not limited to, cups, bottles, plastic/paper bags, newspapers, papers and clothing.

11.7 **SPECIAL INSTRUCTIONS**

- Special daily work requirements for individual libraries, i.e. artwork, special furniture, etc., are identified in Attachment V, Special Work Requirements of the SOW.

12.0 **SPECIFIC WEEKLY WORK REQUIREMENTS**

All assignments listed below are to be completed **weekly**. The Contractor's employees are required to use all appropriate cleaning materials to complete their assignments and clean all work areas after completion of assignments.

Within five (5) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written weekly schedule for each library facility. This list will list the day of the week each weekly service will be completed.

12.1 MAIN LIBRARY (INTERIOR), OFFICES AND MEETING ROOMS

- Clean and remove all visible cobwebs up to 12 feet
- Dust window blinds and shades
- Clean all baseboards
- Clean and sanitize handrails
- Sweep all steps
- Dust all surfaces (6 feet and above)

NOTE: It is the responsibility of the Contractor to provide appropriate equipment (i.e., ladders) to the Contractor employees.

12.2 PARKING LOTS, OUTDOOR, SURROUNDING AREAS, AND PATIO DECKS

- Hose down sidewalks, steps, walkways, stairs, loading docks, entry and patio areas of the building
(Area includes up to the property line and/or the public sidewalk)

12.3 SPECIAL INSTRUCTIONS

- Special weekly work requirements for individual libraries are identified in Attachment V, Special Work Requirements of the SOW.

13.0 SCHEDULED MAJOR CLEANING SERVICES

The Contractor is required to be familiar with all surfaces to be cleaned and the appropriate cleaning equipment and materials necessary to complete these services.

Within fifteen (15) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written Major Cleaning Services Schedule for each library facility. This schedule will list the month, week and day that each Major Cleaning Service will be performed. Failure to provide the schedule may result in liquidated or other damages. Refer to the SOW Exhibits, Exhibit 2 – PRS.

This schedule is used to notify library locations of upcoming major cleaning services which may require action by the library staff, i.e., removal of boxes from floor, movement of furniture or personal items. The schedule must be followed and if a cleaning is to be re-scheduled, a notification of at least five (5) business days must be given. Failure to provide this notification may result in liquidated damages. In addition, failure to perform major cleaning services on the date

scheduled may also result in liquidated damages. Correction of this failure to clean must be accomplished within ten (10) business days of the original scheduled date, unless otherwise instructed by the County. Refer to the SOW Exhibits, Exhibit 2 – PRS.

Upon completion of the cleaning the Contractor employee will leave the **Custodial Services Major Cleaning Monitoring Report** form (Attachment II) on the circulation desk of the library serviced. Failure to leave this document will constitute a failure to perform the cleaning service and will result in the same action as stated above.

All completed services will be evaluated, rated and approved by the Public Library facility staff. Confirmation of services **will not** be acknowledged by the County until a signed copy, approving the work, is received by the County Contract Project Monitor. If services are rated as Unsatisfactory or Not Done, the Contractor is obligated to provide the corrective service by a date agreed upon by the County and the Contractor. The corrective service must be done within the same frequency period in which the Unsatisfactory or Not Done rating occurred. Liquidated damages may apply if the corrective service is not performed by the dated agreed upon and/or within the frequency period. The assessment of liquidated damages does not relieve the Contractor from their responsibility for the corrective service. Refer to the SOW Exhibits, Exhibit 2 – PRS.

NOTE: Contractor employees must clean all work areas before and after and return the library to its original condition after completion of assignments.

13.1 FLOORS

- Strip and wax or seal floors every three (3) months (four times a year)
- Degrease and remove chemical spills from areas surrounding all photocopy machines
- Strip and clean thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- Wax or seal and buff thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types
- For floors where stripping, waxing or sealing is not indicated, a deep cleaning will be performed
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.2 CARPET

- Shampoo carpet and area rugs every three (3) months (four times a year)

- Degrease and remove chemical spills from areas surrounding all photocopy machines
- Shampoo thoroughly (including corners and behind doors) all carpeted areas using appropriate cleaning material for various carpet types
- Return all furniture to its original position after the floors are cleaned; and leave baseboards and walls free of splashes and/or marks from cleaning equipment/products

13.3 WINDOWS (Interior and Exterior)

- Clean full length of all windows including frames and sills every four (4) months (three times a year)
- Clean windows using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Clean thoroughly, including the removal of hard water stains and deposits regardless of source, using appropriate cleaning materials

13.4 CEILING/WALL VENTS

- Clean ceiling air vents every four (4) months (three times a year)
- Clean wall, air or heat vents every four (4) months (three times a year)
- Remove all vents using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Remove and clean thoroughly all covers using appropriate cleaning materials
- Vacuum air vents thoroughly

13.5 LIGHT FIXTURES (Interior and Exterior)

- Clean light fixtures (frames and lens) every six (6) months (two times a year)
- Clean thoroughly all light fixtures (frames and lens) using appropriate cleaning materials
- Remove all lens using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate
- Report any burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures upon discovery to the County Contract Project Monitor upon discovery

13.6 WINDOW BLINDS/MECHO SHADES

- Clean window blinds and mecho shades every four (4) months (three times a year)
- Wash and clean thoroughly all window blinds (only) using appropriate cleaning materials and manufacturers instructions
- Dry dust mecho shades using appropriate equipment

- Remove all window blinds using ladders, scaffolding, hydraulic lifts, or catwalks, as appropriate
- Do not remove mecho shades

13.7 FURNITURE

- Shampoo upholstered furniture and clean wood, plastic, and vinyl chairs every four (4) months (three times a year)
- Shampoo and remove stains thoroughly from all upholstered furniture using appropriate cleaning materials for various upholstery types
- Clean thoroughly all wood, plastic and vinyl chairs using appropriate cleaning materials
- Thoroughly vacuum under seat cushions

13.8 RESTROOM WALLS

- Wash and clean thoroughly all restroom walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

13.9 CUBICLE WALLS

- Vacuum and clean thoroughly all cubicle walls using appropriate cleaning materials and manufacturer's instructions every six (6) months (two times a year).

14.0 SUPPLY REQUIREMENTS

The Contractor will provide all supplies necessary to accommodate each library facility needs for each day the library facility is open. A list of required supplies includes:

- White 2-ply toilet paper (roll);
- Toilet seat covers; style appropriate to the various dispensers
- Commercial grade liquid hand soap for dispensing;
- Bi- or Tri-fold paper towels appropriate for the various dispensers;
- Diaper changing table liners; style appropriate to the various dispensers;
- Urinal deodorant cakes;
- Deodorizers (upon the County's request);
- Trash can liners; size appropriate to the receptacles;
- Sanitary napkins/tampons.
- Hand sanitizer

15.0 GREEN INITIATIVES

15.1 The Contractor will use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

15.2 The Contractor will notify the County’s Contract Project Manager of the Contractor’s new green initiatives prior to the Contract commencement.

16.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS is a listing of services that are intended to be completely consistent with the Contract and the SOW and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. Refer to the SOW Exhibits, Exhibit 2 – PRS. In any case of apparent inconsistency between services as stated in the Contract, the SOW and the PRS, the meaning apparent in the Contract or the SOW will prevail. If any service seems to be created in the PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor. When the Contractor’s performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days will constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor’s failure to perform said service(s), as determined by the County, will be credited to the County on the Contractor’s future invoice.

This section does not preclude the County’s right to terminate the Contract upon ten (10) business days’ written notice with or without cause, as provided for in Section 8.0 – Standard Terms and Conditions, Sub-section 8.43 – Termination for Convenience of the Contract.

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EXHIBIT A

ATTACHMENTS

- I SERVICE LOCATIONS AND HOURS – LHQ**
- II MAJOR CLEANING MONITORING REPORT**
- III CUSTODIAL CALL BACK REQUEST SLIP**
- IV CUSTODIAL SERVICES EMPLOYEE SIGN-IN LOG**
- V SPECIAL WORK REQUIREMENTS – LHQ**

ATTACHMENT I

SERVICE LOCATIONS AND HOURS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SERVICE LOCATIONS AND HOURS**

CUSTODIAL SERVICES – LIBRARY HEADQUARTERS (LHQ)

Facility Information

Facility Hours

1 Public Library Headquarters

7400 East Imperial Highway
Downey, CA 90242

Total Estimated Square Feet:	69,370	Sq. Ft.
Windows:	3,260	Sq. Ft.
Tile:	6,660	Sq. Ft.
Carpet:	35,380	Sq. Ft.
Parking Lot:	78,595	Sq. Ft.
Number of Light Fixtures:	815	

Monday	7:00 A.M. - 6:00 P.M.
Tuesday	7:00 A.M. - 6:00 P.M.
Wednesday	7:00 A.M. - 6:00 P.M.
Thursday	7:00 A.M. - 6:00 P.M.
Friday	CLOSED
Saturday	CLOSED
Sunday	CLOSED

FIRST FLOOR BREAKDOWN

Square Feet:	39,170	Sq. Ft.
Windows:	714	Sq. Ft.
Tile:	1,730	Sq. Ft.
Carpet:	11,310	Sq. Ft.
Number of Light Fixtures:	475	

SECOND FLOOR BREAKDOWN

Square Feet:	29,000	Sq. Ft.
Windows:	2,446	Sq. Ft.
Tile:	4,930	Sq. Ft.
Carpet:	24,070	Sq. Ft.
Number of Light Fixtures:	324	

2 Annex Modular Building

Square Feet:	1,200	Sq. Ft.
Windows:	100	Sq. Ft.
Tile:	0	Sq. Ft.
Carpet:	1,176	Sq. Ft.
Number of Light Fixtures:	16	

ATTACHMENT II

MAJOR CLEANING MONITORING REPORT

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
MAJOR CLEANING MONITORING REPORT

CONTRACTOR'S STAFF USE ONLY

PLEASE COMPLETE AND PLACE FORM ON THE CIRCULATION COUNTER
WHERE EASILY SEEN

Library Name: _____ Date: _____

Name of Company: _____ Completed by: _____

THIS LIBRARY RECEIVED THE FOLLOWING MAJOR CLEANING SERVICE:

- Floor Stripped & Waxed/Sealed
 - Carpet Shampooed
 - Light Fixtures Cleaned
 - Windows Cleaned (Interior and Exterior)
 - Ceiling/Wall Vents Cleaned
 - Furniture Cleaned/Polished/Shampooed
 - Restroom Walls Cleaned
 - Window Blinds/Mecho Shades Cleaned
 - Cubicle Walls Cleaned
- Custodial Comments Only: _____

CORRECTION DATE FOR ANY UNSATISFACTORY RATING: _____

LIBRARY STAFF USE ONLY

PLEASE SIGN AND FAX THIS FORM IMMEDIATELY TO: **Contract Services**
LHQ - Facilities Services
(562) 803 - 0016

CLM's Name (Print): _____

CLM's Signature: _____ Date: _____

- Cleaning Satisfactory
- Cleaning Unsatisfactory
- Job Not Done

Library Staff Comments Only: _____

Corrections Done – Satisfactory Library Signature: _____ Date: _____

CONTRACT STAFF USE ONLY

Comments: _____

Logged and Filed **COMPLETE**

ATTACHMENT III

CUSTODIAL CALL BACK REQUEST SLIP

COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL CALL BACK REQUEST SLIP

CONTRACTOR USE ONLY

Date of Request: _____ Time Request Received From PL: _____

Library Name: _____

Starting Location: _____ Start Travel Time: _____ End Travel Time: _____
(City)

Contractor Company Name: _____

Contractor Employee Name (Print): _____

THE FOLLOWING CALL BACK HAS BEEN REQUESTED FOR THIS LIBRARY:

LIBRARY STAFF USE ONLY

INSTRUCTIONS TO LIBRARY STAFF:

Please ensure that the custodial staff signs in immediately upon arrival and signs out when work is completed. Please initial VERIFYING arrival and departure times. **Immediately fax completed form to Contracts Unit at (562) 803-0016.**

Time of Arrival: _____ a.m. / p.m. Time of Departure: _____ a.m. / p.m.

Custodian Initial: _____ Library Staff Initial: _____

Your signature below indicates that the call back request has been completed.

Staff Name (Print): _____

Staff Signature: _____ Date: _____

CONTRACT STAFF ONLY

Comments:

Service Time: _____

Travel Time: _____

Total Actual Hours: _____

(Service & Travel)

Total Billed Hours: _____

INVOICE RECEIVED: Invoice No.: _____

Logged -COMPLETE

ATTACHMENT IV

**CUSTODIAL SERVICES
EMPLOYEE SIGN-IN/SIGN-OUT LOG**

CUSTODIAL SERVICES EMPLOYEE SIGN-IN/SIGN-OUT LOG

LIBRARY FACILITY: _____ MONTH/YEAR: _____

Attention: All custodial contractor employees must sign-in & out upon arrival, lunch, and departure. Please refer to the instruction at the bottom of this form.

Atención: Todos los empleados del contratista de servicios de custodia deben firmar esta hoja de registro hacia fuera a su llegada, almuerzo, y salida. Por favor consulte las instrucciones en la parte inferior de esta forma.

Date/Fecha	Name/Nombre (Please Print/ Por favor imprima)	Arrival Time / Hora de llegada	Lunch/Almuerzo		Departure Time / Hora de salida	Signature/Firma
			Out/ Comenzó	In/ Termino		
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
		:	:	:	:	
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		:	:	:	:	
		:	:	:	:	
		:	:	:	:	

Contractor Employees: ALL employees are to sign in & out (Includes: Custodians, Supervisors, Major Cleaning & Quality Control staff). No unauthorized employee is allowed in the building without prior approval from the County Contract Monitor or County Contract Manager.

Empleados del Contratista: (Todo empleados deben firmar su llegada y salida (Incluye: custodios, supervisores, personal de servicios técnicos y Control de Calidad). Ningún empleado no autorizado está permitido en el edificio sin la aprobación previa del Condado o condado Gerente del Contrato.)

Library staff: Please send the original form to LHQ, Contract Services – Room 206.

ATTACHMENT V

SPECIAL WORK REQUIREMENTS

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
SPECIAL WORK REQUIREMENTS**

LIBRARY HEADQUARTERS (LHQ)

County Librarian's Private Restroom

- Complete all regular cleaning per the SOW
- Clean and disinfect shower to include door, walls and chrome fixtures
- Maintain six (6) rolls of bathroom tissue under the sink

Office and Meeting Rooms

- Human Resources Office (Room 223) - Locked office doors:
 - If trash can is left outside of door, empty trash and refill plastic liner, but do not enter the office
 - If no trash can is left outside of door, unlock and enter office to empty trash and refill plastic liner, and re-lock the office
 - Vacuum locked offices only as needed or requested
 - DO NOT disturb any paperwork on top of desk or surrounding floors or tables
- The following areas are **NOT** to be cleaned:
 - Maintenance Shop
 - Shipping and Receiving
 - Book Storage Areas
 - Supply Room
 - Any other inaccessible area

Computer Room

- DO NOT clean or disturb any equipment.
- Trash will be left by the doors to be removed.

Lunch Room and Lounge

- Empty and dispose of all food items from the refrigerator and thoroughly clean interior at the end of the work week.
- Thoroughly clean interior of microwave at the end of the work week.

**STATEMENT OF WORK
EXHIBITS**

STATEMENT OF WORK EXHIBITS

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7400 E. IMPERIAL HWY. • P.O. BOX 7011 • DOWNEY, CA 90241-7011 • PHONE: 562-940-8485 • FAX: 562-803-0016

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: **January 1, 2015**

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.,

FROM:	Jane Smith	Phone No.:	(562) 940 – 6919
	Contract Services Unit	Fax No.:	(562) 803 – 0016

CONTRACT NO. **12345** CONTRACT TITLE: **CUSTODIAL SERVICES – AREA 4**

TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the Contract Services Coordinator.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The Contract Services Coordinator will evaluate the Contractor's response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Sub-Section 4.3	Term of Contract	Contractor must comply with the requirements specified in Sub-Section 4.3	Receipt of document	\$200 per occurrence
Contract: Sub-Section 5.5	Contract Sum	Contractor must send written notification that the Contractor has incurred 75% of the total contract authorization.	Receipt of document	\$200 per occurrence
Contract: Section 7.0	Administration of Contract – Contractor	Contractor shall notify the County in writing of any changes.	Receipt of document	\$200 per occurrence
Contract: Sub-Section 7.3	Contractor's Staff Identification	Contractor must comply with the requirements specified in Sub-Section 7.3	Inspection and Observation	\$200 per occurrence
Contract: Sub-Section 7.4	Background and Security Investigations	Contractor must comply with the requirements specified in Sub-Section 7.4	Inspection and Observation	\$500 per occurrence
Contract: Sub-Section 8.5	Complaints	Contractor must comply with the requirements specified in Sub-Section 8.5	Inspection, Observation and Receipt of document	\$200 per occurrence
Contract: Sub-Section 8.25	General Provisions For All Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.26	Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.29	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub-Section 8.29	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Sub-Section 8.40	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-Section 8.40	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Paragraph	County's Living Wage Program –	Contractor must distribute County	Inspection and	\$500 per occurrence, per

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
9.1.6	Notification to Employees	provided notices to each employee at least once per year.	Documentation	employee
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Certified Monitoring Reports	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 1.	Observation and monthly monitoring reports	\$100 per calendar day will be assessed until receipt of complete and accurate reports
Contract: Paragraph 9.1.7	County's Living Wage Program – Enforcements and Remedies – Payment of Less than the Required Living Wage	Contractor must comply with the requirements of Paragraph 9.1.7, Sub-paragraph 2	Observation and monthly monitoring reports	\$500 per occurrence
Contract: Paragraph 9.1.8	County's Living Wage Program – Use of Full-Time Employees	Contractor must comply with the requirements of Paragraph 9.1.8	Observation and monthly monitoring reports	\$500 per occurrence
SOW: Section 4.0	Quality Control	Contractor must comply with the requirements specified in Section 4.0	Inspection, Observation and Receipt of document	\$200 per occurrence
SOW: Sub-Section 5.1	Quality Assurance Plan - Meetings	Contractor attendance at all required County meetings.	Inspection and Observation	\$200 per occurrence
SOW: Paragraph 6.2.1	Furnished Items - Keys/Access Cards/Remote Controls	Secure and maintain keys/access cards/remote controls. Contractor responsible for replacement/theft/loss.	Observation	Contractor pays for re-keying of facility due to lost key(s)/key card
SOW: Paragraph 6.2.2	Furnished Items – Alarm Codes	Properly arm the intrusion alarm and prevent false alarms	Observation	\$200 per occurrence plus cost of fines incurred
SOW: Paragraph 6.2.3	Furnished Items – Utilities	Contractor shall not use County peripherals for private use.	Inspection and Observation	\$100 per occurrence
SOW: Paragraph 6.2.5	Furnished Items – Storage	Secure and maintain County provided storage area.	Inspection and Observation	\$100 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Sub-Section 6.3	Contractor – Contractor Project Manager	Provide a Contractor Project Manager accessible all hours 365 days/year. Notify Changes to County Contract Project Manager.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.4	Contractor - Personnel	Contractor must comply with the requirements of Sub-Section 6.4	Observation	\$200 per occurrence
SOW: Sub-Section 6.5	Uniforms and Identification Badges	Contractor must comply with the requirements specified in Sub-Section 6.5.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.6	Materials and Equipment	Contractor must comply with the requirements specified in Sub-Section 6.6.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.7	Training	Contractor must comply with the requirements specified in Sub-Section 6.7	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.8	Contractor's Office	Contractor must comply with the requirements specified in Sub-Section 6.8.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.9	Contractor's Damage	Contractor must comply with the requirements specified in Sub-Section 6.9.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 6.11	Facility Security	Contractor must comply with the requirements specified in Sub-Section 6.11.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 7.0	Hours/Days of Work	Contractor must to comply with the requirements of Section 7.0.	Inspection and Observation	\$200 per occurrence
SOW: Sub-Section 8.0	Work Schedules	Contractor must comply with the requirements specified in Section 8.0.	Inspection and Observation	\$500 per occurrence
SOW: Sub-Section 9.6	Unanticipated Work - Call Back	100 % Completion of Required Services. Contractor must comply with Sub-Section 9.6.	Inspection and Observation	\$500 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
CUSTODIAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 10.0	Sign-In Requirements	Contractor must comply with the requirements specified in Section 10.0.	Inspection and Observation	\$500 per occurrence
SOW: Section 11.0	Specific Daily Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 11.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 12.0	Specific Weekly Work Requirements	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 12.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 13.0	Annual Scheduled Major Cleaning Services	100 % Completion of Required Services. Contractor must comply with the requirements specified in Section 13.0.	Inspection and Observation	\$100 per item/task, per occurrence
SOW: Section 14.0	Supply Requirements	Contractor must comply with the requirements specified in Section 14.0.	Inspection and Observation	\$100 per occurrence per facility

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

EXHIBIT B

PRICING SCHEDULE

PRICING SCHEDULE

FACILITY: Lincoln Training Center

I. HOURS OF SERVICE:

	Number of Staff Assigned	Hours of Service	
Supervisor:	<u>1</u>	<u>3</u> hours per week	<u>12.0</u> hours per month
Custodian:	<u>4</u>	<u>138.56</u> hours per week	<u>554.24</u> hours per month

In addition to the Specific Daily and Weekly Work Requirements of the Statement of Work (SOW), the Proposer is herewith submitting the following Pricing Schedule to be performed at this facility in accordance with the **Scheduled Major Cleaning Services** of the SOW. Cost per Frequency rate will be applicable for any additional as-needed services.

II. MAJOR CLEANING SERVICES	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
A. FLOORS (SOW 13.1)	4	<u>99.90</u>	<u>399.60</u>
B. CARPET (SOW 13.2)	4	<u>1769.00</u>	<u>7076.00</u>
C. WINDOWS (Interior/Exterior) (SOW 13.3)	3	<u>461.76</u>	<u>1385.28</u>
D. CEILING/WALL VENTS (SOW 13.4)	3	<u>307.84</u>	<u>923.52</u>
E. LIGHT FIXTURES (Interior/Exterior) (SOW 13.5)	2	<u>1711.50</u>	<u>3423.00</u>
F. WINDOW BLINDS/MECHO SHADES (SOW 13.6)	3	<u>153.92</u>	<u>461.73</u>
G. FURNITURE (SOW 13.7)	3	<u>615.68</u>	<u>1847.04</u>
H. RESTROOM WALLS (SOW 13.8)	2	<u>153.92</u>	<u>307.84</u>
I. CUBICLE WALLS (SOW 13.9)	2	<u>1847.04</u>	<u>3694.08</u>

TOTAL COST PER YEAR (Section I and II):

\$ 92,353.80

The Proposer is herewith submitting the following Pricing Schedule for **Additional/Specialty As-Needed Services** work to be performed at this facility at the request of the County.

Additional/Specialty As-Needed Services:

	Cost Per Request
Calcium Treatment (Windows)	\$ <u>30.00</u> per hour
Calcium Treatment (Drinking Fountain)	\$ <u>30.00</u> per hour
Carpeted Wall Cleaning	\$ <u>30.00</u> per hour
Entrance/Walkway Cleaning	\$ <u>30.00</u> per hour
Power Washing	\$ <u>25.00</u> per 1,000 s/f
Porter Services	\$ <u>30.00</u> per hour

FLAT DAILY RATE:

Flat daily rate to be added or deducted to Annual Contactor's Fee when increasing or reducing days of service at this library.

\$ 444.35 per day (use figures)

FLAT DAILY REDUCED SERVICES RATE:

Flat daily rate for Reduced Custodial Services (Rate will include – Empty all trash cans, clean restrooms, restock supplies)

\$ 333.26 per day (use figures)

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for custodial services at the County of Los Angeles Public Library Custodial Services – **Library Headquarters (LHQ)** as identified in the attached specifications.

Said work will be done for the period prescribed and in the manner set forth in said specifications and compensation therefore will be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence Public Library custodial services on 15 days' notice.

I agree to provide the specified services at the County of Los Angeles Public Library in accordance with the attached specifications for the following submitted compensation which will apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR LHQ:

\$ 7696.15 per month (use figures)

ANNUAL CONTRACTOR FEE FOR EACH OF THE FOUR (4) CONTRACT YEARS OF LHQ (same amount for each year)

\$ 92,353.80 per year (use figures)

EMPLOYEE RATES:

Supervisors: 1 Minimum Hourly Wage: 15.45

Custodians: 2 Minimum Hourly Wage: 12.30

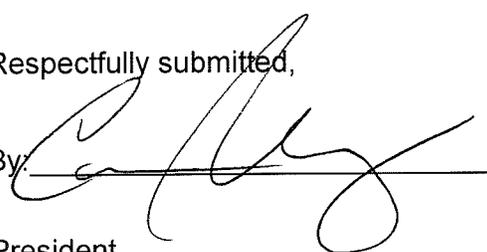
Other (Major Cleaning): Minimum Hourly Wage: 11.00

Custodians 2 Minimum Hourly Wage: 10.00

"CALL-BACK" RATE: \$ 45.00 per hour

"ADDITIONAL/SPECIALTY AS-NEEDED SERVICES" RATES: See *Exhibit B – Pricing Schedule* of each facility (Library).

Respectfully submitted,

By: 

President

Title

August 27, 2015

Date

Lincoln Training Center

Firm or Corporation Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Lincoln Training Center

Contractor Name

2643 Loma Ave. South El Monte, CA 91733

Address

95-227-6055

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
- 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Caron Nunez, President

Authorized Official's Printed Name and Title

Authorized Official's Signature

November 3, 2015

Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CUSTODIAL SERVICES

COUNTY PROJECT DIRECTOR:

Name: **Yolanda De Ramus**
Title: Acting County Librarian
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 840-8412 Facsimile: (562) 803-3032
E-Mail Address: yderamus@library.lacounty.gov

COUNTY PROJECT MANAGER:

Name: **Elsa Muñoz**
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8450 Facsimile: (562) 803-0330
E-Mail Address: emunoz@library.lacounty.gov

COUNTY PROJECT MONITOR:

Name: **Gilbert A. Garcia**
Title: Contracts Services Coordinator
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8478 Facsimile: (562) 803-0016
E-Mail Address: ggarcia@library.lacounty.gov

COUNTY PROJECT ANALYST:

Name: As assigned by the Contracts Services Unit
Address: 7400 E. Imperial Hwy., Downey, CA 90242
Telephone: (562) 940-8485 Facsimile: (562) 803-0016
E-Mail Address: contractservices@library.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Lincoln Training Center**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**Name: Edwin SanchezTitle: Quality Control ManagerAddress: 2643 Loma AvenueSouth El Monte, CA 91733Telephone: 626-222-7376Facsimile: 626-442-0177E-Mail Address: Edwins@lincolntc.org**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Caron NunezTitle: PresidentAddress: 2643 Loma AvenueSouth El Monte, CA 91733Telephone: 626-442-0621Facsimile: 626-442-0177E-Mail Address: Caronn@lincolntc.orgName: Gary GriffenTitle: Executive Vice PresidentAddress: 2643 Loma AvenueSouth El Monte, CA 91733Telephone: 626-636-2559Facsimile: 626-442-0177E-Mail Address: Garyg@lincolntc.org**Notices to Contractor shall be sent to the following:**Name: Casey RichardsTitle: Director, Community ServicesAddress: 2643 Loma AvenueSouth El Monte, CA 91733Telephone: 626-636-2553Facsimile: 626-442-0177E-Mail Address: Caseyr@lincolntc.org

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Lincoln Training Center Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  _____

DATE: 11 / 03 / 2015

PRINTED NAME: Caron Nunez _____

POSITION: President _____

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

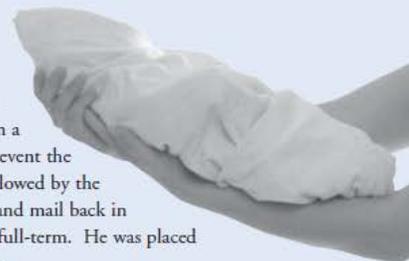
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

LIVING WAGE ORDINANCE

Sections:**2.201.010 - Findings.****2.201.020 - Definitions.****2.201.030 - Prospective effect.****2.201.040 - Payment of living wage.****2.201.050 - Other provisions.****2.201.060 - Employer retaliation prohibited.****2.201.070 - Employee retention rights.****2.201.080 - Enforcement and remedies.****2.201.090 - Exceptions.****2.201.100 - Severability.****2.201.010 - Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007; 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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- 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.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business.
(Ord. 2007-0011 §2, 2007: 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. ^[152] 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.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

(Ord. 2007-0011 § 3, 2007: 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 Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive 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. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)*

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. *(Ord. 99-0048 § 1 (part), 1999.)*

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.
(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or

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- D. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.
(Ord. 2007-0011 § 4, 2007: 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.)

FOOTNOTE(S):

⁽¹⁵²⁾ **Editor's note**— Ordinance 99-0048, which enacted Ch.2.201, is effective on July 22, 1999.

EXHIBIT K

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS



EXHIBIT K

**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 reports. Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign this form before submitting.

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

(1) Name: Contractor Subcontractor 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 & Last 4 digits of SSN	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (18x19)
		1	2	3	4	5						
1												
2												
3												
4												
5												

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. Print Authorized Name:	Total (This Page)	0	0	0	0	0	0		0		0	0
	Grand Total (All Pages)											

Authorized Signature: _____ Date: _____ Title: _____ Telephone Number (include area code) () _____ Page: _____ of _____

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

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
indirectly, from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended
(48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 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:
Date:
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 CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT M

CALIFORNIA LABOR CODE SECTIONS 1060-1065

LABOR CODE

SECTION 1060-1065

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

EXHIBIT N

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
- 3. A purchase made through a state or federal contract;
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
- 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

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11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT O

FACILITIES MAINTENANCE COST

COUNTY OF LOS ANGELES PUBLIC LIBRARY
 CUSTODIAL SERVICES – LIBRARY HEADQUARTERS (LHQ)

FACILITIES MAINTENANCE COST

Library Facilities	Annual Amount	Monthly Amount
Library Headquarters	\$90,897.48	\$7,574.79
Annex Modular Building	\$1,456.32	\$121.36
Total	\$92,353.80	\$7,696.15