



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

August 18, 2005

IN REPLY PLEASE

REFER TO FILE: **AS-0**

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

Dear Supervisors:

**JANITORIAL SERVICES AT ALCAZAR, HOLLYDALE,  
IMPERIAL, AND WESTCHESTER YARDS  
SUPERVISORIAL DISTRICTS 1, 2, AND 4  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve an Agreement for Janitorial Services with Diamond Contract Services, Inc., for janitorial services at Alcazar, Hollydale, Imperial, and Westchester Yards in the sum of \$73,822.73. This Agreement will be for a term of one year commencing on September 20, 2005.
3. Find that this Proposition A contract can be performed more economically by the selected contractor than by County employees.
4. Approve and instruct the Chair to sign an Agreement in substantially similar form to Enclosure A, the Sample Agreement, upon approval by County Counsel and presentation by the Director.
5. Delegate authority to the Director to terminate the Agreement if, in the opinion of the Director, it is in the best interest of the County to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The enclosed Agreement is for janitorial services to be provided to various Public Works facilities throughout the County of Los Angeles. The Agreement will help Public Works expeditiously meet the need for janitorial services as current contracts expire. Public Works has contracted for janitorial services for many years. The purpose of this action is to continue contracting for these services at existing locations.

### **Implementation of Strategic Plan Goals**

The award of the Agreement is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the qualified contractors have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner. Utilization of this Agreement will result in increasing the efficiency and effectiveness of contracting for janitorial services.

### **FISCAL IMPACT/FINANCING**

Services will be financed primarily from the Road, Flood, and Internal Service Funds. In addition, should the need for janitorial services provided under this Agreement arise at locations funded by other Public Works funds, such services will be financed from the appropriate fund. The recommended Agreement will be financed as follows: Alcazar Yard, \$45,079 from the 2005-06 Internal Service Fund; Hollydale Yard, \$7,214.73 from the 2005-06 Road Fund and \$2,404.90 from the 2005-06 Internal Service Fund; Imperial Yard, \$9,499.01 from the 2005-06 Flood Fund; and Westchester Yard, \$8,181.33 from the 2005-06 Road Fund and \$1,443.76 from the 2005-06 Internal Service Fund. There will be no impact on net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The janitorial work contemplated under the Agreement is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code, as set forth in Enclosure D. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Public Works has determined that the contractor will comply with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and has agreed to pay their full-time employees providing these services a living wage, subject to any valid exemption from the program.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

### **CONTRACTING PROCESS**

On April 7, 2005, Public Works issued a Request for Statements of Qualifications (RFSQ) soliciting 317 independent contractors and community business enterprises to accomplish this work. A Notice of RFSQ was also placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On April 21, 2005, 21 Statements of Qualifications were received. The statements were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Eighteen of the 21 statements met these mandatory requirements. These 18 statements were then evaluated by an evaluation committee consisting of Public Works staff.

The committee's evaluation was based on criteria described in the RFSQ, including experience, financial resources, and references. Based on this evaluation, Public Works selected five responsive and responsible vendors.

The five qualified vendors were asked to bid on the janitorial services described herein. Diamond Contract Services, Inc., was the low bidder for each location. The bid amounts from Diamond Contract Services, Inc., are as follows: \$45,079 for Alcazar Yard; \$9,619.63 for Hollydale Yard; \$9,499.01 for Imperial Yard; and \$9,625.09 for Westchester Yard.

Enclosure C reflects each qualified vendor's minority participation. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The Agreement contains Board-approved contract terms and conditions regarding contractor responsibility and debarment, jury service requirements, no payment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

Utilizing the Auditor-Controller's guidelines for determining the cost-effectiveness of Proposition A contracts, Public Works has determined that janitorial services at the specified yards can be more economically performed by independent contractors than by County employees.

The Honorable Board of Supervisors  
August 18, 2005  
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Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted safety records which reflect that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that the contractor will not be requested to perform services which exceed each contract's approved amount, scope of work, and/or terms.

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

The award of this Agreement will not result in the displacement of any County employees, as these services are presently contracted with the private sector.

**CONCLUSION**

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

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Enc. 4

cc: Chief Administrative Office  
County Counsel



SAMPLE AGREEMENT FOR JANITORIAL SERVICES

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and DIAMOND CONTRACT SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, Public Works has solicited statements of qualifications to identify one or more contractors qualified to provide janitorial services under this AGREEMENT;

WHEREAS, having reviewed and evaluated the statements submitted, the County's Department of Public Works (Public Works) has developed a list of responsible janitorial contractors; and

WHEREAS, from time to time under this AGREEMENT, Public Works wishes to request quotations from the qualified janitorial contractors and award work orders to one or more of such contractors, including CONTRACTOR, in the manner set forth in this AGREEMENT.

AGREEMENT

NOW THEREFORE, CONTRACTOR, for the consideration hereinafter set forth and the acceptance by COUNTY and CONTRACTOR'S proposal filed with COUNTY on July 18, 2005, hereby agrees to provide janitorial services as described in the attached specifications, including but not limited to Exhibit A, Scope of Work.

FIRST: This AGREEMENT, Exhibits A.1 through A.6 (Statements of Work), B (Service Contract General Requirements), C (Performance Requirements Summary), D (Quality Control Inspection Form), E (Contract Requirements Compliance Form), F (Internal Revenue Service Notice 1015), G (Safely Surrendered Baby Law Posters), and H.1 through H.4 (Bid Sheets), attached hereto and incorporated by reference in this AGREEMENT, are agreed by COUNTY and CONTRACTOR to constitute integral parts of this AGREEMENT.

SECOND: COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay CONTRACTOR pursuant to Exhibits H.1 through H.4 (Bid Sheets), an amount not to exceed \$73,822.73 per year (Maximum Contract Sum) or such greater amount as the Board may approve.

THIRD: This AGREEMENT shall commence and continue for a term of one year from the date of execution by the Board.

FOURTH: Payments will be made for all work performed to the satisfaction of the Director upon receipt of a claim from CONTRACTOR. CONTRACTOR shall present invoices in triplicate (one original and two copies) for all work performed. CONTRACTOR'S claim will clearly indicate this Contract's number, work order number, dates of service, location, type of services, and itemized cost of labor and material. Public Works will only pay for hours actually worked by CONTRACTOR'S employees on the assigned project. Public Works reserves the right to request additional information it may deem necessary on the invoices. Public Works agrees to make payment to CONTRACTOR within 30 days of the receipt and approval of CONTRACTOR'S invoice. Invoices shall be sent to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

FIFTH: In no event shall the aggregate total amount of compensation paid to CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

SIXTH: CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

SEVENTH: CONTRACTOR shall not perform or accept work requests from Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, CONTRACTOR shall immediately notify the Contract Manager in writing.

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

NINTH: This AGREEMENT constitutes the entire agreement between COUNTY and CONTRACTOR with respect to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

DIAMOND CONTRACT SERVICES, INC.

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

## STATEMENT OF WORK

## JANITORIAL SERVICES AT OPERATIONAL SERVICES – ALCAZAR YARD

A. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Greg Bryson of Operational Services Division, who may be contacted at (626) 458-1762, e-mail address: gbryson@ladpw.org, Monday through Thursday from 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Locations

Operational Services – Alcazar Yard; 1525, 1537, and 2275 Alcazar Street, Los Angeles.

C. Work Description1. Daily Cleaning

- a. Clean all restroom fixtures, mirrors and floors. Polish all chrome fixtures. Stock restrooms with supplies. Note: paper supplies, plastic waste receptacle liners, and hand soap (wax and liquid) will be supplied by Public Works.
- b. Vacuum all carpeted areas. Spot clean soiled areas, as necessary.
- c. Clean all glass on entrance doors.
- d. Empty all waste receptacles and wipe out with damp cloth. Replace plastic liners, as necessary.
- e. Sweep and wet mop all floors and steps.
- f. Clean and wipe out all exterior ash trays with damp cloth.
- g. Clean drinking fountains and sinks. Also, remove hand prints on walls around fountains.
- h. Sweep and mop Terrazzo tile floor. Buff, as needed.
- i. Dust all office desks and equipment.
- j. Clean and mop all showers.

- k. Clean all conference rooms after each meeting. Arrange in orderly manner.
- l. Clean outside sand jars.
- m. Spot wash walls, as necessary.
- n. Sweep up and pick up loose trash from around buildings and the yard. (Mondays, Wednesdays, and Fridays)
- o. Sweep the Fuel Island area at least three times a day or more if needed.
- p. Empty exterior trash cans – approximately 30 locations at 2275, 1525, and 1537 Alcazar Street, and dump the collected trash in the designated container. (Mondays, Wednesdays, and Fridays)

2. Weekly Cleaning

- a. Wipe dust from office chairs, files, cabinets, shelves, and partition ledges.
- b. Wipe vending machines with a damp cloth.
- c. Dust furniture in conference rooms. Arrange in orderly manner.
- d. Clean sidewalks, remove gum and stains from sidewalks around outside of buildings.
- e. Clean door knobs, kick plates, baseboards, and threshold plates.
- f. Clean exterior window ledges.
- g. Remove hand prints on walls in offices, around door facings, and on corridor walls.
- h. Clean all restroom walls and partitions.
- i. Empty recycling containers at various buildings and dump in a designated container.

3. Monthly Cleaning

- a. Clean all office glass partitions and office doors. Clean more often, if necessary.
- b. Dust in office walls. Remove hand prints on walls in offices, around door facings, and on corridor walls.
- c. Clean all ceiling vents of dust, film, stains, spillages, etc.

- d. Heavy mop all Terrazzo tile floors. Apply dressing and buff as necessary. All stripping and waxing of floors shall be done at night as scheduled with the Head of Facilities Management or designee.
- e. Clean/dust all high ledges.
- f. Vacuum upholstered furniture.
- g. Clean inside and outside of all refrigerators.
- h. Clean inside and outside of all microwaves.
- i. Dress and buff floors.

4. Quarterly Cleaning

- a. Scrub, redress, and buff all Terrazzo floors. All stripping and waxing of floors shall be done at night as scheduled with the Head of Facilities Management or designee.
- b. High dust all office and corridor areas, and other areas required.
- c. Clean the interior side of all windows in offices that are closed on a regular basis.
- d. Vacuum and dust the Emergency Operations Trailer.

5. Semiannual Cleaning

- a. Dry foam shampoo carpet in all assigned areas and any other areas required no less than every six months. Carpet is to be thoroughly vacuumed before shampooing.
- b. Clean air diffuser grills and ceiling area around diffusers when necessary.
- c. Clean handprints from all office and corridor walls and columns.
- d. Wash and clean interior and exterior of all exterior windows. Spot clean, as necessary.
- e. Clean all exterior screens. Clean more often, if necessary.

6. Annual Cleaning

- a. Move furniture and dry foam shampoo all office carpets, and other carpeted areas, as necessary. Carpets shall be thoroughly vacuumed before shampooing. Carpets shall be thoroughly dry before furniture is replaced in office.
- b. Clean all light fixtures no less than once per year. More often, if necessary.

7. Descriptions of Service Areas

1525 and 1537 Alcazar Street

<u>Location</u>	<u>Description</u>	<u>Square Footage</u>
Building 1	Technical Services office carpeted, plus two tiled bathrooms and lunch rooms; two tiled entry ways need to be buffed and waxed	9,925
Building 2	Warehouse 6 bathroom northeast corner-tile floors and tile walls	250
	Soils laboratory first floor, mezzanine, plus two bathrooms and carpeted conference room	7,680
	Warehouse office (upstairs) and crew room (downstairs)	1,403
Building 5	Radio Shop tile floors and one sink	1,149
Building 6	Storage area – one bathroom	120
	Emergency Operations Trailer	441
Building 8	Signal Shop – one bathroom with concrete floor	768
	Hallway	296
	Crew room	391
	Solid State Shop – Traffic Signals	3,402
	Clean kitchen area	150
	Clean research and planning area	2,000
Building 9	Crew room on west end	1,184
	Carpenter Office	377
	One bathroom	200

2275 Alcazar Street

<u>Location</u>	<u>Description</u>	<u>Square Footage</u>
Building 1	Area of two bathrooms and office tile floor in office and carpet in bathroom	1,150
	Tire Warehouse Office – concrete	420
Building 2	Fleet Supervisors' Office and bathroom	825
	Engineers' room and Lock Shop	800
	Facilities Management Office, bathroom, lunch room, plumbing, and A-C Shop Offices; carpet in one bathroom	1,500
Building 6	Auto Shop Office, crew room, and bathroom	704
Building 7	Heavy Duty Shop, lunch room, office, bathroom and small tool office	378
Building 8	Welder Shop office and crew room	522
Building 10	Services Center Office	459
	Other areas as needed	191
	<b>Total Square Footage</b>	<b>36,735</b>
	<b>Estimated Square Footage of Carpeted Areas</b>	<b>10,500</b>

D. General Cleaning Requirements

The Contractor shall:

1. Furnish all cleaning equipment and materials.
2. Use all cleaning materials in strict accordance with manufacturers' labels.
3. Clean all cleaning equipment at the end of each cleaning period and store in a designated area. Equipment and supply storage rooms shall be kept clean and orderly at all times. Wet mops shall be washed out and hung up to dry after each cleaning period. Mops shall not be permitted to be left in pails or floor sinks.



4. Report any restroom facilities requiring repairs and graffiti abatement to the on-site Contact Manager or designee immediately, so that necessary action can be taken.
5. Keep all stainless steel and chrome fixtures in restrooms highly polished at all times. The top and the side rims of urinals, side surfaces and underneath the rim of the toilet bowls shall be thoroughly scrubbed. Water stains and scale buildup on water closets and urinals will not be permitted. Dry powder type cleaners such as Babo-type cleaning agent shall not be used in restroom cleaning.
6. Not use bleach or ammonia-type products while performing these janitorial services.
7. Use experienced carpet shampoo personnel, under proper supervision, to perform the work. Care shall be taken to avoid over-wetting carpet during the shampooing process. Spots and stains shall be removed from carpets in all areas as soon as they occur.
8. Have Material Safety Data Sheets for all cleaning supplies available upon request.
9. Be able to provide custodial services for all special work projects which may be scheduled during nonpublic hours. This includes evenings and weekends. Public Works will provide at least ten working days' notice prior to any special work project that might occur. Because of the nature of these functions, it is anticipated that the Contractor can provide the necessary services by rescheduling its work force rather than incurring premium overtime pay. If rescheduling of the work force is not possible and extra work hours are necessary, the Contractor shall adhere to the extra work hour rate set forth on the Schedule of Prices.
10. Have capabilities for "call back" work for emergencies or special events.
11. Maintain 24-hour phone answering capabilities with the County.
12. Note that should any inconsistency be found or determined between this Scope of Work and the Performance Requirement Summary (Exhibit A.2), the higher service level in the judgment of Public Works shall prevail.

E. Hours and Days of Service

Hours and days of operation for each facility may vary slightly. Usual hours of operation are Monday through Friday, 7:30 a.m. to 5:30 p.m.

F. Utilities

The County will provide utilities.

G. Storage Facilities

Public Works will provide necessary storage facilities for the Contractor. However, the Contractor shall not use these facilities for storage of items not necessary to complete work for Public Works.

H. Removal of Debris

All debris derived from these janitorial services shall be removed by the Contractor to an area designated by Public Works. Public Works will make the necessary arrangements to properly dispose of waste at its expense, unless otherwise specified.

I. Special Safety Requirements

All Contractor's personnel shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal/OSHA) and Public Works safety requirements while at Public Works' job sites. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

J. Additional Responsibilities of Contractor

The Contractor shall:

1. Provide janitorial services as specified herein to the satisfaction of Public Works.
2. Supply necessary supervision to provide a walk through inspection of all buildings being serviced by Contractor, at least once a month, as scheduled by the on-site Contract Manager.
3. Provide uniforms acceptable to Public Works for all Contractor personnel working at the facilities, by the start of any assigned work.
4. Provide supplies, such as feather duster, on a regular basis.

K. Additional Responsibilities of Public Works

Public Works will:

1. Provide access to the buildings during the hours required to perform the janitorial services.

2. Inspect the Contractor's work for compliance with these Specifications.
3. Operate its Paper Recycling Program.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation if necessary.

Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

M. I.D. Badges and Uniforms

Contractor shall provide photo I.D. badges which are acceptable to Public Works for all its personnel working at any County facility. All Contractor personnel performing work under this Contract shall wear their photo I.D. badges during their working hours. Any Contractor personnel assigned to the facility not in uniform and/or wearing proper photo I.D. badge will not be allowed to work until attired in the proper dress. Public Works will approve of type and color of uniforms prior to their use by the Contractor. In accordance with Exhibit A.2, "Performance Requirements Summary", reimbursement will not be made should the Contractor fail to comply with this requirement.

N. Contractor On-Site Supervision Requirements

1. Contractor's on-site, daytime custodian/supervisor shall have a thorough knowledge of each facility and their requirements, and must speak and understand English.
2. When coming on a shift, Contractor's supervisor shall check in with the on-site Contract Manager or designee of any additional instructions or directions.
3. In the event a custodian does not show up for work, the Contractor's supervisor shall contact the on-site Contract Manager or designee immediately. The Contractor shall have a trained custodian on site to complete the day's work.
4. The Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency.

5. The Contractor's supervisor shall provide a 24-hour emergency contact number.
6. All custodians shall receive a minimum of one 8-hour workday training at the facility being serviced prior to providing billable services at the Contractor's expense and in accordance with the County's Living Wage Ordinance.
7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the on-site Contract Manager.

O. Waste Water

All waste water shall be dumped in area designated by the on site Contract Manager. The waste water shall not be dumped in parking lots, sinks, toilets, or storm drains.

P. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary (Exhibit A.2) to evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.
2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, those described in the Performance Requirements Summary.
3. Failure to perform contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with the Performance Requirements Summary or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director or designee may excuse the incident, or elect any remedy provided by this Contract.

5. In any case of the Contractor's failure to meet the Performance Requirements Summary (Exhibit A.2), Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit A.2, and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.
  
6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
  - All the time limits and acts required to be done by both parties are of the essence of this Contract;
  - The parties are both experienced in performance of this Contract work;
  - This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Proposal price;
  - The parties are not under any compulsion to contract;
  - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
  - It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

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## STATEMENT OF WORK

JANITORIAL SERVICES AT ROAD MAINTENANCE DISTRICT 4 –  
HOLLYDALE YARDA. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Daniel Aka of Road Maintenance Division, who may be contacted at (562) 869-1176, e-mail address: [daka@ladpw.org](mailto:daka@ladpw.org), Monday through Thursday from 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Locations

1. Road Maintenance District 4 – Hollydale Yard, 11282 South Garfield Avenue, Downey.
2. Fleet Management Group, 11282 South Garfield Avenue, Downey.
3. Construction Permit Office, 11282 South Garfield Avenue, Downey.
4. Survey Field Office, 11282 South Garfield Avenue, Downey.

C. Work Description1. Road Maintenance District 4 Yard

The following work descriptions cover the work to be performed at the Road Maintenance District 4 – Hollydale Yard in Downey. Work shall include janitorial services for two one-story buildings and a conference room.

The estimated combined net square footage for janitorial services at the Road Maintenance District 4 – Hollydale Yard is 8,430 square feet, which includes approximately 4,970 square feet of carpeted area. Contractor shall provide a working schedule before Contract is awarded.

Site contact will be the District Engineer or designee.

The Contractor shall:

a. Daily Cleaning

1. Clean all restroom fixtures, mirrors, and floors as well as stock restrooms with supplies. Note: paper supplies and

plastic waste receptacle liners will be supplied by Public Works.

2. Vacuum all carpeted areas. Spot clean soiled areas, as necessary.
  3. Clean all glass on entrance doors.
  4. Empty all waste receptacles and wipe out with damp cloth. Replace plastic liners, as necessary.
  5. Sweep or dust mop all floors. Wet mop, as necessary.
  6. Dress and buff floors, as required.
  7. Clean drinking fountains and sinks.
  8. Sweep and mop tile floors. Buff, as needed.
  9. Dust all office desks and equipment (exposed/clear areas only).
  10. Spot wash walls, as necessary.
  11. Wipe dust from office chairs, desks, equipment, files, cabinets, and shelves.
  12. Clean and dust conference room and furniture. Arrange furniture in an orderly manner.
  13. Clean ramp, remove gum and stains from the ramp outside of building.
  14. Clean doorknobs, kick plates, baseboards, and threshold plates.
  15. Clean exterior window ledges.
  16. Clean refrigerator (interior and exterior) every Friday.
  17. Empty all exterior trash receptacles.
- b. Monthly Cleaning
1. Clean all restroom walls and partitions.
  2. Clean all office doors.
  3. Dust all office walls. Remove handprints on walls in offices, around door facings, and on corridor walls.
  4. Clean all ceiling vents of dust, film, stains, spillages, etc.



5. Heavy mop all floors. Apply dressing and buff, as necessary. All stripping and waxing of floors shall be done on Fridays.
  6. Clean/dust all high ledges.
  7. Vacuum upholstered furniture.
- c. Quarterly Cleaning
1. Scrub, strip, wax, and buff all floors. All stripping and waxing of floors shall be done on Fridays. Building access will be arranged through Public Works' on-site contact.
  2. High dust all office and corridor areas, and other areas as required.
  3. Clean the interior side of all windows in offices that are cleaned regularly including all miniblinds.
- d. Semiannual Cleaning
1. Dry foam shampoo carpet in all assigned areas and any other areas required no less than every six months. Carpet is to be thoroughly vacuumed before shampooing.
  2. Clean air diffuser grills and ceiling area around diffusers, more often, if necessary.
  3. Clean handprints from all office and corridor walls and columns.
  4. Wash and clean interior and exterior of all exterior windows. Spot clean, as necessary.
  5. Clean all exterior screens, more often, if necessary.
  6. Clean handles and knobs of all interior and exterior doors.
- e. Annual Cleaning
1. Move furniture and dry foam shampoo all office carpets, and other carpeted areas, as necessary. Carpets shall be thoroughly dry before furniture is replaced in office.
  2. Clean all light fixtures no less than once per year, more often, if necessary.

f. Descriptions of Service Areas

	<u>Offices</u>	<u>Square Footage</u>
1.	District Engineer's Office	2,353
2.	Bridge Maintenance Office	2,464
3.	Tree Crew Office and Restroom	350
4.	Supervisor's Office, Crew Room and Restroom	660
5.	ADA Restroom	810
6.	Storage Area, Security Guard Room, and Restroom	847
7.	Conference Room & Restroom	738
	<b>Total Square Footage</b>	<b>8,222</b>
	<b>Estimated Square Footage of Carpeted Areas</b>	<b>4,970</b>

2. Fleet Management Group - Hollydale

The following work descriptions cover the work to be performed at Public Works' Fleet Management's Hollydale Shop and Equipment Coordinator Office. Both are in the Road Maintenance District 4 – Hollydale Yard. Work will include janitorial services at two one-story buildings.

The estimated combined net square footage for janitorial services for Fleet Management is 1,305 square feet.

Site contact will be the Shop Superintendent or designee.

The Contractor shall:

a. Daily Cleaning

1. Clean all restroom fixtures, mirrors, and floors as well as stock restrooms with supplies. Note: paper supplies and plastic waste receptacle liners will be supplied by Public Works.
2. Clean all glass on entrance doors.
3. Empty all waste receptacles and wipe out with damp cloth. Replace plastic liners, as necessary.

4. Sweep or dust mop all floors and steps. Wet mop, as necessary.
5. Dress and buff floors, as required.
6. Clean drinking fountains and sinks. Also, remove handprints on walls around fountains.
7. Dust all office desks and equipment.
8. Clean and mop all showers.
9. Spot wash walls, as necessary.
10. Clean and dust conference room and furniture. Arrange furniture in an orderly manner.
11. Wipe dust from office chairs, desks, equipment, files, cabinets, shelves, and partition ledges.
12. Wipe vending machines with a damp cloth.
13. Clean sidewalks, remove gum and stains from sidewalks around outside of buildings.
14. Clean doorknobs, kick plates, baseboards, and threshold plates.
15. Clean exterior window ledges.
16. Clean and dust fuel house and wash windows.
17. Empty all exterior trash receptacles.

b. Monthly Cleaning

1. Clean all restroom walls and partitions.
2. Clean all office glass partitions and office doors, more often, if necessary.
3. Dust all office walls. Remove handprints on walls in offices, around door facings, and on corridor walls.
4. Clean all ceiling vents of dust, film, stains, spillages, etc.
5. Heavy mop, strip and wax all tile floors.
6. Vacuum upholstered furniture.

c. Quarterly Cleaning

1. Scrub, redress, and buff all floors.

2. Clean and polish vending machines.
3. High dust all office and corridor areas, and other areas, as required.
4. Clean the interior side of all windows in offices that are cleaned regularly.

d. Semiannual Cleaning

1. Clean air diffuser grills and ceiling area around diffusers, more often, if necessary.
2. Clean handprints from all office and corridor walls and columns.
3. Wash and clean interior and exterior of all exterior windows. Spot clean, as necessary.

e. Annual Cleaning

Clean light fixtures no less than once per year, more often, if necessary.

f. Descriptions of Service Areas

	<u>Shop Building</u>	<u>Square Footage</u>
1.	Shop Office	285
2.	Lunch Area inside repair shop	273
3.	Restroom, showers, and lockers	456
4.	Restroom in tire shop	33
5.	Body Shop Office	50
6.	Wash sink, eyewash, and drinking fountains inside each repair shop	
7.	Warehouse Office	208
	<b>Total Square Footage</b>	<b>1,305</b>

3. Construction Division - Permit Office 4

The following work descriptions cover the work to be performed at Public Works' Permit Office 4. Work will include janitorial services for a single one-story building.

The estimated combined net square footage of the Permit Office requiring janitorial services is 1,038 square feet with no carpeted area. It is noted

that this Office is connected to the Tree Roadside Office in the Road Maintenance District 4 – Hollydale Yard.

Site contact will be the Head Construction Inspector or designee.

The Contractor shall:

a. Daily Cleaning

1. Clean all restroom fixtures, mirrors, and floors as well as stock restrooms with supplies. Note: paper supplies and plastic waste receptacle liners will be supplied by Public Works.
2. Clean all glass on entrance doors.
3. Empty all waste receptacles and wipe out with damp cloth. Replace plastic liners, as necessary.
4. Sweep or dust mop all floors and steps. Wet mop, as necessary.
5. Dress and buff floors, as required.
6. Clean drinking fountains and sinks. Also, remove handprints on walls around fountains.
7. Sweep and mop all terrazzo tile floors. Buff, as needed.
8. Dust all office desks and equipment.
9. Spot wash walls, as necessary.
10. Wipe dust from office chairs, desks, equipment, files, cabinets, shelves, and partition ledges.
11. Clean doorknobs, kick plates, baseboards, and threshold plates.
12. Clean exterior window ledges.
13. Empty all exterior trash receptacles.

b. Monthly Cleaning

1. Clean all restroom walls and partitions.
2. Clean office glass partitions and office doors, more often, if necessary.
3. Dust all office walls. Remove handprints on walls in offices, around door facings, and on corridor walls.

4. Clean all ceiling vents of dust, film, stains, spillages, etc.
  5. Heavy mop all terrazzo tile floors. Apply dressing and buff, as necessary. All stripping and waxing of floors shall be done on Fridays.
  6. Clean/dust all high ledges including windowsills.
- c. Quarterly Cleaning
1. Scrub, strip, wax, and buff all floors. All stripping and waxing of floors shall be done on Fridays.
  2. High dust all office and corridor areas, and other areas, as required.
  3. Clean the interior side of all windows in offices that are cleaned regularly.
- d. Semiannual Cleaning
1. Clean air diffuser grills and ceiling area around diffusers, more often, if necessary.
  2. Clean handprints from all office walls and columns.
  3. Wash and clean interior and exterior of all exterior windows. Spot clean, as necessary.
  4. Clean all exterior screens, more often, if necessary.
  5. Spot clean windows, as necessary.
- e. Annual Cleaning
- Clean all light fixtures no less than once per year, more often, if necessary.

f. Descriptions of Service Areas

	<u>Permit Office</u>	<u>Square Footage</u>
1.	Permit Office	440
2.	Women's Restroom	42
3.	Kitchen	280
4.	Inspection Office	276
	<b>Total Square Footage</b>	<b>1,038</b>

4. Survey Division – Field Office

The following work descriptions cover the work to be performed at Public Works' Hollydale Survey Office. Work will include janitorial services for a single one-story building and a restroom.

The estimated combined net square footage of the Survey Office requiring janitorial services is 40 square feet with no carpeted area.

Site contact will be Mr. Chuck Peer or designee.

The Contractor shall:

a. Daily Cleaning

1. Clean all restroom fixtures, mirrors, and floors as well as stock restrooms with supplies. Note: paper supplies and plastic waste receptacle liners will be supplied by Public Works.
2. Clean all glass on entrance doors.
3. Empty all waste receptacles and wipe out with damp cloth. Replace plastic liners, as necessary.
4. Sweep or dust mop all floors and steps. Wet mop, as necessary.
5. Dress and buff floors, as required.
6. Clean drinking fountains and sinks. Also, remove handprints on walls around fountains.
7. Sweep and mop all terrazzo tile floors. Buff, as needed.
8. Dust all office desks and equipment.
9. Spot wash walls, as necessary.
10. Wipe dust from office chairs, desks, equipment, files, cabinets, shelves, and partition ledges.
11. Clean doorknobs, kick plates, baseboards, and threshold plates.
12. Clean exterior window ledges.
13. Empty all outside waste receptacles.

b. Monthly Cleaning

1. Clean all restroom walls and partitions.

2. Clean office glass partitions and office doors, more often, if necessary.
3. Dust all office walls. Remove handprints on walls in offices, around door facings, and on corridor walls.
4. Clean all ceiling vents of dust, film, stains, spillages, etc.
5. Heavy mop all terrazzo tile floors. Apply dressing and buff, as necessary. All stripping and waxing of floors shall be done on Fridays.
6. Clean/dust all high ledges including windowsills.

c. Quarterly Cleaning

1. Scrub, strip, wax, and buff all floors. All stripping and waxing of floors shall be done on Fridays.
2. High dust all office and corridor areas, and other areas, as required.
3. Clean the interior side of all windows in offices that are cleaned regularly.

d. Semiannual Cleaning

1. Clean air diffuser grills and ceiling area around diffusers, more often, if necessary.
2. Clean handprints from all office walls and columns.
3. Wash and clean interior and exterior of all exterior windows. Spot clean, as necessary.
4. Clean all exterior screens, more often, if necessary.
5. Spot clean windows, as necessary.

e. Annual Cleaning

Clean all light fixtures no less than once per year, more often, if necessary.

f. Descriptions of Service Areas

	<u>Survey Office</u>	<u>Square Footage</u>
1.	Permit Office	372
2.	Restroom	28
	<b>Total Square Footage</b>	<b>400</b>



D. General Cleaning Requirements

The Contractor shall:

1. Furnish all cleaning equipment and materials.
2. Use all cleaning materials in strict accordance with manufacturers' labels.
3. Clean all cleaning equipment at the end of each cleaning period and store in a designated area. Equipment and supply storage rooms shall be kept clean and orderly at all times. Wet mops shall be washed out and hung up to dry after each cleaning period. Mops shall not be permitted to be left in pails or floor sinks.
4. Report any restroom facilities requiring repairs and graffiti abatement to the on-site Contact Manager or designee immediately, so that necessary action can be taken.
5. Keep all stainless steel and chrome fixtures in restrooms highly polished at all times. The top and the side rims of urinals, side surfaces and underneath the rim of the toilet bowls shall be thoroughly scrubbed. Water stains and scale buildup on water closets and urinals will not be permitted. Dry powder type cleaners such as Babo-type cleaning agent shall not be used in restroom cleaning.
6. Not use bleach or ammonia-type products while performing these janitorial services.
7. Use experienced carpet shampoo personnel, under proper supervision, to perform the work. Care shall be taken to avoid over-wetting carpet during the shampooing process. Spots and stains shall be removed from carpets in all areas as soon as they occur.
8. Have Material Safety Data Sheets for all cleaning supplies available upon request.
9. Be able to provide custodial services for all special work projects which may be scheduled during nonpublic hours. This includes evenings and weekends. Public Works will provide at least ten working days' notice prior to any special work project that might occur. Because of the nature of these functions, it is anticipated that the Contractor can provide the necessary services by rescheduling its work force rather than incurring premium overtime pay. If rescheduling of the work force is not possible and extra work hours are necessary, the Contractor shall adhere to the extra work hour rate set forth on the Schedule of Prices.
10. Have capabilities for "call back" work for emergencies or special events.

11. Maintain 24-hour phone answering capabilities with the County.
12. Note that should any inconsistency be found or determined between this Scope of Work and the Performance Requirement Summary (Exhibit A.2), the higher service level in the judgment of Public Works shall prevail.

E. Hours and Days of Service

Service hours for all facilities shall be primarily from 8 a.m. to 3:30 p.m., Monday through Friday, each week, unless otherwise indicated, except legal holidays, at which time the service shall be done before or after such holiday. Service hours for waxing will be arranged with the on-site contact or designee. Work hours may be altered, when necessary, with the approval of the on-site contact or designee.

F. Utilities

The County will provide utilities.

G. Storage Facilities

Public Works will provide necessary storage facilities for the Contractor. However, the Contractor shall not use these facilities for storage of items not necessary to complete work for Public Works.

H. Removal of Debris

All debris derived from these janitorial services shall be removed by the Contractor to an area designated by Public Works. Public Works will make the necessary arrangements to properly dispose of waste at its expense, unless otherwise specified.

I. Special Safety Requirements

All Contractor's personnel shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal/OSHA) and Public Works safety requirements while at Public Works' job sites. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

J. Additional Responsibilities of Contractor

The Contractor shall:

1. Provide janitorial services as specified herein to the satisfaction of Public Works.

2. Supply necessary supervision to provide a walk through inspection of all buildings being serviced by Contractor, at least once a month, as scheduled by the on-site Contract Manager.
3. Provide uniforms acceptable to Public Works for all Contractor personnel working at the facilities, by the start of any assigned work.
4. Provide supplies, such as feather duster, on a regular basis.

K. Additional Responsibilities of Public Works

Public Works will:

1. Provide access to the buildings during the hours required to perform the janitorial services.
2. Inspect the Contractor's work for compliance with these Specifications.
3. Operate its Paper Recycling Program.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation if necessary.

Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

M. I.D. Badges and Uniforms

Contractor shall provide photo I.D. badges which are acceptable to Public Works for all its personnel working at any County facility. All Contractor personnel performing work under this Contract shall wear their photo I.D. badges during their working hours. Any Contractor personnel assigned to the facility not in uniform and/or wearing proper photo I.D. badge will not be allowed to work until attired in the proper dress. Public Works will approve of type and color of uniforms prior to their use by the Contractor. In accordance with Exhibit A.2, "Performance Requirements Summary", reimbursement will not be made should the Contractor fail to comply with this requirement.

N. Contractor On-Site Supervision Requirements

1. Contractor's on-site, daytime custodian/supervisor shall have a thorough knowledge of each facility and their requirements, and must speak and understand English.
2. When coming on a shift, Contractor's supervisor shall check in with the on-site Contract Manager or designee of any additional instructions or directions.
3. In the event a custodian does not show up for work, the Contractor's supervisor shall contact the on-site Contract Manager or designee immediately. The Contractor shall have a trained custodian on site to complete the day's work.
4. The Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency.
5. The Contractor's supervisor shall provide a 24-hour emergency contact number.
6. All custodians shall receive a minimum of one 8-hour workday training at the facility being serviced prior to providing billable services at the Contractor's expense and in accordance with the County's Living Wage Ordinance.
7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the on-site Contract Manager.
8. The Contractor shall maintain a sign-in/out report/log.

O. Waste Water

All waste water shall be dumped in area designated by the on site Contract Manager. The waste water shall not be dumped in parking lots, sinks, toilets, or storm drains.

P. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary (Exhibit A.2) to evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.

2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, those described in the Performance Requirements Summary.
3. Failure to perform contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with the Performance Requirements Summary or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director or designee may excuse the incident, or elect any remedy provided by this Contract.
5. In any case of the Contractor's failure to meet the Performance Requirements Summary (Exhibit A.2), Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit A.2, and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.
6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
  - All the time limits and acts required to be done by both parties are of the essence of this Contract;
  - The parties are both experienced in performance of this Contract work;
  - This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in

accordance with the terms and conditions of this Contract at the Proposal price;

- The parties are not under any compulsion to contract;
  - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
  - It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

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## STATEMENT OF WORK

## JANITORIAL SERVICES AT FLOOD MAINTENANCE – IMPERIAL YARD

A. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Ed Teran of Flood Maintenance Division, who may be contacted at (562) 861-0316, e-mail address: eteran@ladpw.org, Monday through Thursday from 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Locations

Flood Maintenance – Imperial Yard, 5525 East Imperial Highway, South Gate.

C. Work Description1. Flood Maintenance Division - Imperial Yard

The following work descriptions cover the work to be performed at Public Works' Flood Maintenance - Imperial Yard in South Gate. Work will include janitorial services for several one-story and one 2-story building and two trailers. The estimated combined net square footage for janitorial services at the Imperial Yard is 8,586 square feet which includes approximately 7,726 square feet of carpeted area.

Site contact will be the Area Engineer or designee.

The Contractor shall:

a. Daily Cleaning

1. Clean all restroom fixtures, mirrors, and floors as well as stock restrooms with supplies.

Note: paper supplies and plastic waste receptacle liners will be supplied by the Public Works.

2. Vacuum all carpeted areas. Spot clean soiled areas, as necessary.
3. Clean all glass on entrance doors.
4. Empty all waste receptacles and wipe out with damp cloth. Replace plastic liners, as necessary.

5. Sweep and wet mop tile floors. Dress and buff, as needed.
  6. Clean drinking fountains and sinks. Also, remove handprints on walls around fountains.
  7. Dust all office desks and equipment.
  8. Spot wash walls, as necessary.
  9. Clean and mop all showers.
  10. Clean and dust conference rooms and furniture. Arrange furniture in an orderly manner.
  11. Wipe dust from office chairs, desks, equipment, files, cabinets and shelves.
  12. Clean sidewalks, remove gum and stains from sidewalks around outside of buildings.
  13. Clean doorknobs, kick plates, baseboards, and threshold plates.
  14. Clean exterior window ledges.
  15. Clean a triple-wide trailer.
  16. Clean a double-wide trailer.
  17. Empty all exterior trash receptacles.
- b. Monthly Cleaning
1. Clean all restroom walls and partitions.
  2. Clean office glass partitions and office doors, more often, if necessary.
  3. Dust all office walls. Remove handprints on walls in offices, around door facings, and on corridor walls.
  4. Clean all ceiling vents of dust, film, stains, spillages, etc.
  5. Heavy mop all terrazzo tile floors. Apply dressing and buff as necessary. All stripping and waxing of floors shall be on Fridays.
  6. Clean/dust all high ledges including windowsills.
  7. Vacuum upholstered furniture.



c. Quarterly Cleaning

1. Scrub, redress, and buff all terrazzo floors. All stripping and waxing of floors shall be done on Fridays.
2. High dust all office and corridor areas, and other areas, as required.
3. Clean the interior side of all windows in offices that are cleaned regularly.

d. Semiannual Cleaning

1. Dry foam shampoo carpet in all assigned areas and any other areas required no less than every six months. Carpet is to be thoroughly vacuumed before shampooing.
2. Clean air diffuser grills and ceiling area around diffusers, more often, if necessary.
3. Clean handprints from all office walls and columns.
4. Wash and clean interior and exterior of all exterior windows. Spot clean, as necessary.
5. Clean all exterior screens, more often if necessary.
6. Spot clean windows, as necessary.

e. Annual Cleaning

1. Move furniture and dry foam shampoo all office carpets, and other carpeted areas, as necessary. Carpets shall be thoroughly dried before furniture is replaced in office.
2. Clean light fixtures once per year, more often, if necessary.

f. Descriptions of Service Areas

	<u>Square Footage</u>
1. <u>Office Building</u> Carpeted, two tiled bathrooms, tiled entries and tiled kitchen area.	5,126
2. <u>Triple-wide trailer</u> Two tiled bathrooms and carpeted office area.	1,880
3. <u>Double-wide trailer</u> Carpeted Ready Room.	800
4. <u>Environmental Building</u> Tiled Training Room (up stairs bathrooms, Dressing Room and Shower Room).	630

5.	<u>Bathrooms</u> (in lower yard)	150
	<b>Total Square Footage</b>	<b>8,586</b>
	<b>Estimated Square Footage of Carpeted Area</b>	<b>7,726</b>

D. General Cleaning Requirements

The Contractor shall:

1. Furnish all cleaning equipment and materials.
2. Use all cleaning materials in strict accordance with manufacturers' labels.
3. Clean all cleaning equipment at the end of each cleaning period and store in a designated area. Equipment and supply storage rooms shall be kept clean and orderly at all times. Wet mops shall be washed out and hung up to dry after each cleaning period. Mops shall not be permitted to be left in pails or floor sinks.
4. Report any restroom facilities requiring repairs and graffiti abatement to the on-site Contact Manager or designee immediately, so that necessary action can be taken.
5. Keep all stainless steel and chrome fixtures in restrooms highly polished at all times. The top and the side rims of urinals, side surfaces and underneath the rim of the toilet bowls shall be thoroughly scrubbed. Water stains and scale buildup on water closets and urinals will not be permitted. Dry powder type cleaners such as Babo-type cleaning agent shall not be used in restroom cleaning.
6. Not use bleach or ammonia-type products while performing these janitorial services.
7. Use experienced carpet shampoo personnel, under proper supervision, to perform the work. Care shall be taken to avoid over-wetting carpet during the shampooing process. Spots and stains shall be removed from carpets in all areas as soon as they occur.
8. Have Material Safety Data Sheets for all cleaning supplies available upon request.
9. Be able to provide custodial services for all special work projects which may be scheduled during nonpublic hours. This includes evenings and weekends. Public Works will provide at least ten working days' notice prior to any special work project that might occur. Because of the nature

of these functions, it is anticipated that the Contractor can provide the necessary services by rescheduling its work force rather than incurring premium overtime pay. If rescheduling of the work force is not possible and extra work hours are necessary, the Contractor shall adhere to the extra work hour rate set forth on the Schedule of Prices.

10. Have capabilities for "call back" work for emergencies or special events.
11. Maintain 24-hour phone answering capabilities with the County.
12. Note that should any inconsistency be found or determined between this Scope of Work and the Performance Requirement Summary (Exhibit A.2), the higher service level in the judgment of Public Works shall prevail.

E. Hours and Days of Service

Service hours for all facilities shall be primarily from 8 a.m. to 3:30 p.m., Monday through Friday, each week, unless otherwise indicated, except legal holidays, at which time the service shall be done before or after such holiday. Service hours for waxing will be arranged with the on-site contact or designee. Work hours may be altered, when necessary, with the approval of the on-site contact or designee.

F. Utilities

The County will provide utilities.

G. Storage Facilities

Public Works will provide necessary storage facilities for the Contractor. However, the Contractor shall not use these facilities for storage of items not necessary to complete work for Public Works.

H. Removal of Debris

All debris derived from these janitorial services shall be removed by the Contractor to an area designated by Public Works. Public Works will make the necessary arrangements to properly dispose of waste at its expense, unless otherwise specified.

I. Special Safety Requirements

All Contractor's personnel shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal/OSHA) and Public Works safety requirements while at Public Works' job sites. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

J. Additional Responsibilities of Contractor

The Contractor shall:

1. Provide janitorial services as specified herein to the satisfaction of Public Works.
2. Supply necessary supervision to provide a walk through inspection of all buildings being serviced by Contractor, at least once a month, as scheduled by the on-site Contract Manager.
3. Provide uniforms acceptable to Public Works for all Contractor personnel working at the facilities, by the start of any assigned work.
4. Provide supplies, such as feather duster, on a regular basis.

K. Additional Responsibilities of Public Works

Public Works will:

1. Provide access to the buildings during the hours required to perform the janitorial services.
2. Inspect the Contractor's work for compliance with these Specifications.
3. Operate its Paper Recycling Program.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation if necessary.

Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

M. I.D. Badges and Uniforms

Contractor shall provide photo I.D. badges which are acceptable to Public Works for all its personnel working at any County facility. All Contractor personnel performing work under this Contract shall wear their photo I.D. badges during their working hours. Any Contractor personnel assigned to the facility not in uniform and/or wearing proper photo I.D. badge will not be allowed to work until

attired in the proper dress. Public Works will approve of type and color of uniforms prior to their use by the Contractor. In accordance with Exhibit A.2, "Performance Requirements Summary", reimbursement will not be made should the Contractor fail to comply with this requirement.

N. Contractor On-Site Supervision Requirements

1. Contractor's on-site, daytime custodian/supervisor shall have a thorough knowledge of each facility and their requirements, and must speak and understand English.
2. When coming on a shift, Contractor's supervisor shall check in with the on-site Contract Manager or designee of any additional instructions or directions.
3. In the event a custodian does not show up for work, the Contractor's supervisor shall contact the on-site Contract Manager or designee immediately. The Contractor shall have a trained custodian on site to complete the day's work.
4. The Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency.
5. The Contractor's supervisor shall provide a 24-hour emergency contact number.
6. All custodians shall receive a minimum of one 8-hour workday training at the facility being serviced prior to providing billable services at the Contractor's expense and in accordance with the County's Living Wage Ordinance.
7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the on-site Contract Manager.

O. Waste Water

All waste water shall be dumped in area designated by the on site Contract Manager. The waste water shall not be dumped in parking lots, sinks, toilets, or storm drains.

P. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary (Exhibit A.2) to evaluate the Contractor's performance of this Contract's

tasks and may assess liquidated damages if the tasks are not performed adequately.

2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, those described in the Performance Requirements Summary.
3. Failure to perform contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with the Performance Requirements Summary or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director or designee may excuse the incident, or elect any remedy provided by this Contract.
5. In any case of the Contractor's failure to meet the Performance Requirements Summary (Exhibit A.2), Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit A.2, and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.
6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
  - All the time limits and acts required to be done by both parties are of the essence of this Contract;
  - The parties are both experienced in performance of this Contract work;
  - This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be

performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Proposal price;

- The parties are not under any compulsion to contract;
  - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
  - It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

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## STATEMENT OF WORK

JANITORIAL SERVICES AT ROAD MAINTENANCE DISTRICT 3 –  
WESTCHESTER YARD – ROAD MAINTENANCEA. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Jeffrey Donaldson of Road Maintenance District 3, who may be contacted at (310) 348-6448, ext. 235, e-mail address: jdonald@ladpw.org, Monday through Thursday from 6:30 a.m. to 4:00 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Department of Public Works, Road Maintenance District 3 – Westchester Yard, 5530 West 83<sup>rd</sup> Street, Los Angeles, California 90045.

C. Work Description1. Daily Cleaning

- a. Clean all restroom fixtures, mirrors and floors. Polish all chrome fixtures. Stock restrooms with supplies. Note: paper supplies and plastic waste receptacle liners will be supplied by Public Works.
- b. Vacuum all carpeted areas, including any mats or area rugs. Spot clean soiled areas, as necessary.
- c. Clean all glass on entrance doors.
- d. Empty all waste receptacles and wipe out with damp cloth. Replace plastic liners, as necessary.
- e. Sweep and wet mop all hard surfaced floors and steps.
- f. Clean and wipe out all exterior ash trays with damp cloth.
- g. Clean drinking fountains and sinks. Also remove hand prints on walls around fountains
- h. Dress and buff floors, as needed.
- i. Dust all office desks and equipment.



- j. Clean and mop all showers.
- k. Clean all conference rooms. Arrange in orderly manner.
- l. Clean outside sand jars or ashtrays.
- m. Spot wash walls, as necessary.
- n. Sweep up and pick up loose trash from around buildings and the yard. (Mondays, Wednesdays, and Fridays)
- o. Sweep the Fuel Island area at least once a day or more if needed.
- p. Empty exterior trash cans and dump the collected trash in the designated container.
- q. Clean lunchroom counter, sink, stove top and table.

2. Weekly Cleaning

- a. Wipe dust from office chairs, files, cabinets, shelves, and partition ledges.
- b. Dust furniture in conference rooms. Arrange in orderly manner.
- c. Clean door knobs, kick plates, baseboards, and threshold plates.
- d. Clean exterior window ledges.
- e. Remove hand prints on walls in offices, around door facings, and on corridor walls.
- f. Clean all restroom walls and partitions.
- g. Empty recycling containers at various buildings and dump in a designated container.
- h. Wet mop all hard surfaced floors.

3. Monthly Cleaning

- a. Clean all office glass partitions and office doors. Clean more often, if necessary.
- b. Dust in office walls. Remove hand prints on walls in offices, around door facings, and on corridor walls.
- c. Clean all ceiling vents of dust, film, stains, spillages, etc.

- d. Heavy mop all hard surfaced floors. Apply dressing and buff as necessary. All stripping and waxing of floors shall be done at night as scheduled with the District Engineer or designee.
  - e. Clean/dust all high ledges.
  - f. Vacuum upholstered furniture.
  - g. Clean inside and outside of all refrigerators.
  - h. Clean inside and outside of all microwaves.
  - i. Dress and buff floors.
4. Quarterly Cleaning
- a. Scrub, redress, and buff all floors. All stripping and waxing of floors shall be done at night as scheduled with the District Engineer or designee.
  - b. High dust all office and corridor areas, and other areas required.
  - c. Clean the interior side of all windows in offices that are closed on a regular basis.
5. Semiannual Cleaning
- a. Dry foam shampoo carpet in all assigned areas and any other areas required no less than every six months. Carpet is to be thoroughly vacuumed before shampooing.
  - b. Clean air diffuser grills and ceiling area around diffusers when necessary.
  - c. Clean handprints from all office and corridor walls and columns.
  - d. Wash and clean interior and exterior of all exterior windows. Spot clean, as necessary.
  - e. Clean all exterior screens. Clean more often, if necessary.
  - f. Remove and clean Venetian blinds, where applicable.
6. Annual Cleaning
- a. Move furniture and dry foam shampoo all office carpets, and other carpeted areas, as necessary. Carpets shall be thoroughly vacuumed before shampooing. Carpets shall be thoroughly dry before furniture is replaced in office.

- b. Clean all light fixtures no less than once per year. More often, if necessary.

7. Descriptions of Service Areas

5530 W 83rd Street

<u>Location</u>	<u>Description</u>	<u>Square Footage</u>
MD3 Office Building	Administrative and Engineering office – tiled, plus two tiled bathrooms	2,200
Tree Crew Office and Conference Room	Office and Conference/Lunch Room – tiled, plus one tiled bathroom	1,100
RD 233 Crew Room	Crew/Restroom – tiled plus tiled bathroom	700
Road Superintendent Office	Resident Office Building – hardwood, vinyl and carpeted floors, kitchen plus 2 bathrooms	1,350
Office/Storage	Office/File Storage – vinyl tiled	400
<b>Total Square Footage</b>		<b>5,750</b>
<b>Estimated Square Footage of Carpeted Areas</b>		<b>450</b>

D. General Cleaning Requirements

The Contractor shall:

1. Furnish all cleaning equipment and materials.
2. Use all cleaning materials in strict accordance with manufacturers' labels.
3. Clean all cleaning equipment at the end of each cleaning period and store in a designated area. Equipment and supply storage rooms shall be kept clean and orderly at all times. Wet mops shall be washed out and hung up to dry after each cleaning period. Mops shall not be permitted to be left in pails or floor sinks.
4. Report any restroom facilities requiring repairs and graffiti abatement to the on-site Contract Manager or designee immediately, so that necessary action can be taken.

5. Keep all stainless steel and chrome fixtures in restrooms highly polished at all times. The top and the side rims of urinals, side surfaces and underneath the rim of the toilet bowls shall be thoroughly scrubbed. Water stains and scale buildup on water closets and urinals will not be permitted. Dry powder type cleaners such as Babo-type cleaning agent shall not be used in restroom cleaning.
6. Not use bleach or ammonia-type products while performing these janitorial services.
7. Use experienced carpet shampoo personnel, under proper supervision, to perform the work. Care shall be taken to avoid over-wetting carpet during the shampooing process. Spots and stains shall be removed from carpets in all areas as soon as they occur.
8. Have Material Safety Data Sheets for all cleaning supplies available upon request.
9. Be able to provide custodial services for all special work projects which may be scheduled during nonpublic hours. This includes evenings and weekends. Public Works will provide at least ten working days' notice prior to any special work project that might occur. Because of the nature of these functions, it is anticipated that the Contractor can provide the necessary services by rescheduling its work force rather than incurring premium overtime pay. If rescheduling of the work force is not possible and extra work hours are necessary, the Contractor shall adhere to the extra work hour rate set forth on the Schedule of Prices.
10. Have capabilities for "call back" work for emergencies or special events.
11. Maintain 24-hour phone answering capabilities with the County.
12. Note that should any inconsistency be found or determined between this Scope of Work and the Performance Requirement Summary (Exhibit A.2), the higher service level in the judgment of Public Works shall prevail.

E. Hours and Days of Service

Hours and days of operation vary slightly. Usual hours of operation are Monday through Friday, 6:30 a.m. to 4:00 p.m.

F. Utilities

The County will provide utilities.

G. Storage Facilities

Public Works will provide necessary storage facilities for the Contractor. However, the Contractor shall not use these facilities for storage of items not necessary to complete work for Public Works.

H. Removal of Debris

All debris derived from these janitorial services shall be removed by the Contractor to an area designated by Public Works. Public Works will make the necessary arrangements to properly dispose of waste at its expense, unless otherwise specified.

I. Special Safety Requirements

All Contractor's personnel shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal/OSHA) and Public Works safety requirements while at Public Works' job sites. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

J. Additional Responsibilities of Contractor

The Contractor shall:

1. Provide janitorial services as specified herein to the satisfaction of Public Works.
2. Supply necessary supervision to provide a walk through inspection of all buildings being serviced by Contractor, at least once a month, as scheduled by the on-site Contract Manager.
3. Provide uniforms acceptable to Public Works for all Contractor personnel working at the facilities, by the start of any assigned work.
4. Provide supplies, such as feather duster, on a regular basis.

K. Additional Responsibilities of Public Works

Public Works will:

1. Provide access to the buildings during the hours required to perform the janitorial services.
2. Inspect the Contractor's work for compliance with these Specifications.

3. Operate its Paper Recycling Program.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation if necessary.

Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

M. I.D. Badges and Uniforms

Contractor shall provide photo I.D. badges which are acceptable to Public Works for all its personnel working at any County facility. All Contractor personnel performing work under this Contract shall wear their photo I.D. badges during their working hours. Any Contractor personnel assigned to the facility not in uniform and/or wearing proper photo I.D. badge will not be allowed to work until attired in the proper dress. Public Works will approve of type and color of uniforms prior to their use by the Contractor. In accordance with Exhibit A.2, "Performance Requirements Summary", reimbursement will not be made should the Contractor fail to comply with this requirement.

N. Contractor On-Site Supervision Requirements

1. Contractor's on-site, daytime custodian/supervisor shall have a thorough knowledge of each facility and their requirements, and must speak and understand English.
2. When coming on a shift, Contractor's supervisor shall check in with the on-site Contract Manager or designee of any additional instructions or directions.
3. In the event a custodian does not show up for work, the Contractor's supervisor shall contact the on-site Contract Manager or designee immediately. The Contractor shall have a trained custodian on site to complete the day's work.
4. The Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency.

5. The Contractor's supervisor shall provide a 24-hour emergency contact number.
6. All custodians shall receive a minimum of one 8-hour workday training at the facility being serviced prior to providing billable services at the Contractor's expense and in accordance with the County's Living Wage Ordinance.
7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the on-site Contract Manager.

O. Waste Water

All waste water shall be dumped in area designated by the on site Contract Manager. The waste water shall not be dumped in parking lots, sinks, or storm drains.

P. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary (Exhibit A.2) to evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.
2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, those described in the Performance Requirements Summary.
3. Failure to perform contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with the Performance Requirements Summary or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director or designee may excuse the

incident, or elect any remedy provided by this Contract.

5. In any case of the Contractor's failure to meet the Performance Requirements Summary (Exhibit A.2), Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit A.2, and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.
6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
  - All the time limits and acts required to be done by both parties are of the essence of this Contract;
  - The parties are both experienced in performance of this Contract work;
  - This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Proposal price;
  - The parties are not under any compulsion to contract;
  - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
  - It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.



7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

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## STATEMENT OF WORK

JANITORIAL SERVICES AT ROAD MAINTENANCE DISTRICT 3 –  
WESTCHESTER YARD – CONSTRUCTIONA. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Jeffrey Donaldson of Road Maintenance District 3, who may be contacted at (310) 348-6448, ext. 235, e-mail address: jdonald@ladpw.org, Monday through Thursday from 6:30 a.m. to 4:00 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Department of Public Works, Road Maintenance District 3 – Westchester Yard, 5530 West 83<sup>rd</sup> Street, Los Angeles, California 90045.

C. Work Description1. Daily Cleaning

- a. Vacuum all carpeted areas, including any mats or area rugs. Spot clean soiled areas, as necessary.
- b. Clean all glass on entrance doors.
- c. Empty all waste receptacles and wipe out with damp cloth. Replace plastic liners, as necessary.
- d. Sweep and wet mop all hard surfaced floors and steps.
- e. Clean and wipe out all exterior ash trays with damp cloth.
- f. Clean drinking fountains and sinks. Also remove hand prints on walls around fountains
- g. Dress and buff floors, as needed.
- h. Dust all office desks and equipment.
- i. Clean outside sand jars or ashtrays.
- j. Spot wash walls, as necessary.

2. Weekly Cleaning

- a. Wipe dust from office chairs, files, cabinets, shelves, and partition ledges.
- b. Clean door knobs, kick plates, baseboards, and threshold plates.
- c. Clean exterior window ledges.
- d. Remove hand prints on walls in offices, around door facings, and on corridor walls.
- e. Empty recycling containers at various buildings and dump in a designated container.
- f. Wet mop all hard surfaced floors.

3. Monthly Cleaning

- a. Clean all office glass partitions and office doors. More often, if necessary.
- b. Dust in office walls. Remove hand prints on walls in offices, around door facings, and on corridor walls.
- c. Clean all ceiling vents of dust, film, stains, spillages, etc.
- d. Heavy mop all hard surfaced floors. Apply dressing and buff as necessary. All stripping and waxing of floors shall be done at night as scheduled with the District Engineer or designee.
- e. Clean/dust all high ledges.
- f. Vacuum upholstered furniture.
- g. Clean inside and outside of all refrigerators.
- h. Clean inside and outside of all microwaves.
- i. Dress and buff floors.

4. Quarterly Cleaning

- a. Scrub, redress, and buff all floors. All stripping and waxing of floors shall be done at night as scheduled with the District Engineer or designee.
- b. High dust all office and corridor areas, and other areas required.
- c. Clean the interior side of all windows in offices that are closed on a regular basis.

5. Semiannual Cleaning

- a. Dry foam shampoo carpet in all assigned areas and any other areas required no less than every six months. Carpet is to be thoroughly vacuumed before shampooing.
- b. Clean air diffuser grills and ceiling area around diffusers when necessary.
- c. Clean handprints from all office and corridor walls and columns.
- d. Wash and clean interior and exterior of all exterior windows. Spot clean, as necessary.
- e. Clean all exterior screens. More often, if necessary.
- f. Remove and clean Venetian blinds, where applicable.

6. Annual Cleaning

- a. Dry foam shampoo all office carpets, and other carpeted areas, as necessary. Carpets shall be thoroughly vacuumed before shampooing.
- b. Clean all light fixtures no less than once per year. More often, if necessary.

7. Descriptions of Service Areas

5530 W 83<sup>rd</sup> Street

<u>Location</u>	<u>Description</u>	<u>Square Footage</u>
Permit Office	Office – carpeted and vinyl tiled	675
<b>Total Square Footage</b>		<b>675</b>
<b>Estimated Square Footage of Carpeted Areas</b>		<b>600</b>

D. General Cleaning Requirements

The Contractor shall:

- 1. Furnish all cleaning equipment and materials.
- 2. Use all cleaning materials in strict accordance with manufacturers' labels.
- 3. Clean all cleaning equipment at the end of each cleaning period and store in a designated area. Equipment and supply storage rooms shall be kept clean and orderly at all times. Wet mops shall be washed out and hung

up to dry after each cleaning period. Mops shall not be permitted to be left in pails or floor sinks.

4. Report any restroom facilities requiring repairs and graffiti abatement to the on-site Contract Manager or designee immediately, so that necessary action can be taken.
5. Keep all stainless steel and chrome fixtures in restrooms highly polished at all times. The top and the side rims of urinals, side surfaces and underneath the rim of the toilet bowls shall be thoroughly scrubbed. Water stains and scale buildup on water closets and urinals will not be permitted. Dry powder type cleaners such as Babo-type cleaning agent shall not be used in restroom cleaning.
6. Not use bleach or ammonia-type products while performing these janitorial services.
7. Use experienced carpet shampoo personnel, under proper supervision, to perform the work. Care shall be taken to avoid over-wetting carpet during the shampooing process. Spots and stains shall be removed from carpets in all areas as soon as they occur.
8. Have Material Safety Data Sheets for all cleaning supplies available upon request.
9. Be able to provide custodial services for all special work projects which may be scheduled during nonpublic hours. This includes evenings and weekends. Public Works will provide at least ten working days' notice prior to any special work project that might occur. Because of the nature of these functions, it is anticipated that the Contractor can provide the necessary services by rescheduling its work force rather than incurring premium overtime pay. If rescheduling of the work force is not possible and extra work hours are necessary, the Contractor shall adhere to the extra work hour rate set forth on the Schedule of Prices.
10. Have capabilities for "call back" work for emergencies or special events.
11. Maintain 24-hour phone answering capabilities with the County.
12. Note that should any inconsistency be found or determined between this Scope of Work and the Performance Requirement Summary (Exhibit A.2), the higher service level in the judgment of Public Works shall prevail.

E. Hours and Days of Service

Hours and days of operation vary slightly. Usual hours of operation are Monday through Friday, 7:30 a.m. to 4:00 p.m.

F. Utilities

The County will provide utilities.

G. Storage Facilities

Public Works will provide necessary storage facilities for the Contractor. However, the Contractor shall not use these facilities for storage of items not necessary to complete work for Public Works.

H. Removal of Debris

All debris derived from these janitorial services shall be removed by the Contractor to an area designated by Public Works. Public Works will make the necessary arrangements to properly dispose of waste at its expense, unless otherwise specified.

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J. Additional Responsibilities of Contractor

The Contractor shall:

1. Provide janitorial services as specified herein to the satisfaction of Public Works.
2. Supply necessary supervision to provide a walk through inspection of all buildings being serviced by Contractor, at least once a month, as scheduled by the on-site Contract Manager.
3. Provide uniforms acceptable to Public Works for all Contractor personnel working at the facilities, by the start of any assigned work.
4. Provide supplies, such as feather duster, on a regular basis.

K. Additional Responsibilities of Public Works

Public Works will:

1. Provide access to the buildings during the hours required to perform the janitorial services.
2. Inspect the Contractor's work for compliance with these Specifications.
3. Operate its Paper Recycling Program.

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The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation if necessary.

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N. Contractor On-Site Supervision Requirements

1. Contractor's on-site, daytime custodian/supervisor shall have a thorough knowledge of each facility and their requirements, and must speak and understand English.
2. When coming on a shift, Contractor's supervisor shall check in with the on-site Contract Manager or designee of any additional instructions or directions.

3. In the event a custodian does not show up for work, the Contractor's supervisor shall contact the on-site Contract Manager or designee immediately. The Contractor shall have a trained custodian on site to complete the day's work.
4. The Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency.
5. The Contractor's supervisor shall provide a 24-hour emergency contact number.
6. All custodians shall receive a minimum of one 8-hour workday training at the facility being serviced prior to providing billable services at the Contractor's expense and in accordance with the County's Living Wage Ordinance.
7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the on-site Contract Manager.

O. Waste Water

All waste water shall be dumped in area designated by the on site Contract Manager. The waste water shall not be dumped in parking lots, sinks, or storm drains.

P. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary (Exhibit A.2) to evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.
2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, those described in the Performance Requirements Summary.
3. Failure to perform contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with the Performance Requirements Summary or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy



continues.

4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director or designee may excuse the incident, or elect any remedy provided by this Contract.
5. In any case of the Contractor's failure to meet the Performance Requirements Summary (Exhibit A.2), Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit A.2, and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.
6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
  - All the time limits and acts required to be done by both parties are of the essence of this Contract;
  - The parties are both experienced in performance of this Contract work;
  - This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Proposal price;
  - The parties are not under any compulsion to contract;
  - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;

- It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

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## STATEMENT OF WORK

JANITORIAL SERVICES AT ROAD MAINTENANCE DISTRICT 3 –  
WESTCHESTER YARD – FLEET MANAGEMENT GROUPA. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Jeffrey Donaldson of Road Maintenance District 3, who may be contacted at (310) 348-6448, ext. 235, e-mail address: jdonald@ladpw.org, Monday through Thursday from 6:30 a.m. to 4:00 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Department of Public Works, Road Maintenance District 3 – Westchester, 5530 West 83<sup>rd</sup> Street, Los Angeles, California 90045.

C. Work Description1. Daily Cleaning

- a. Clean all restroom fixtures, mirrors and floors. Polish all chrome fixtures. Stock restrooms with supplies. Note: paper supplies and plastic waste receptacle liners will be supplied by Public Works.
- b. Vacuum all carpeted areas, including any mats or area rugs. Spot clean soiled areas, as necessary.
- c. Clean all glass on entrance doors.
- d. Empty all waste receptacles and wipe out with damp cloth. Replace plastic liners, as necessary.
- e. Sweep and wet mop all hard surfaced floors and steps.
- f. Clean and wipe out all exterior ash trays with damp cloth.
- g. Clean drinking fountains and sinks; also remove hand prints on walls around fountains
- h. Dress and buff floors, as needed.
- i. Dust all office desks and equipment.

- j. Clean and mop all showers.
- k. Clean all conference rooms. Arrange in orderly manner.
- l. Clean outside sand jars or ashtrays.
- m. Spot wash walls, as necessary.
- n. Empty exterior trash cans and dump the collected trash in the designated container.
- o. Clean lunchroom counter, sink, stove top and table.

2. Weekly Cleaning

- a. Wipe dust from office chairs, files, cabinets, shelves, and partition ledges.
- b. Dust furniture in conference rooms. Arrange in orderly manner.
- c. Clean door knobs, kick plates, baseboards, and threshold plates.
- d. Clean exterior window ledges.
- e. Remove hand prints on walls in offices, around door facings, and on corridor walls.
- f. Clean all restroom walls and partitions.
- g. Empty recycling containers at various buildings and dump in a designated container.
- h. Wet mop all hard surfaced floors.

3. Monthly Cleaning

- a. Clean all office glass partitions and office doors. More often, if necessary.
- b. Dust in office walls. Remove hand prints on walls in offices, around door facings, and on corridor walls.
- c. Clean all ceiling vents of dust, film, stains, spillages, etc.
- d. Heavy mop all hard surfaced floors. Apply dressing and buff as necessary. All stripping and waxing of floors shall be done at night as scheduled with the District Engineer or designee.
- e. Clean/dust all high ledges.
- f. Vacuum upholstered furniture.

- g. Clean inside and outside of all refrigerators.
- h. Clean inside and outside of all microwaves.
- i. Dress and buff floors.

4. Quarterly Cleaning

- a. Scrub, redress and buff all floors. All stripping and waxing of floors shall be done at night as scheduled with the District Engineer or designee.
- b. High dust all office and corridor areas, and other areas required.
- c. Clean the interior side of all windows in offices that are closed on a regular basis.

5. Semiannual Cleaning

- a. Dry foam shampoo carpet in all assigned areas and any other areas required no less than every six months. Carpet is to be thoroughly vacuumed before shampooing.
- b. Clean air diffuser grills and ceiling area around diffusers when necessary.
- c. Clean handprints from all office and corridor walls and columns.
- d. Wash and clean interior and exterior of all exterior windows. Spot clean, as necessary.
- e. Clean all exterior screens. More often, if necessary.
- f. Remove and clean Venetian blinds, where applicable.

6. Annual Cleaning

- a. Move furniture and dry foam shampoo all office carpets, and other carpeted areas, as necessary. Carpets shall be thoroughly vacuumed before shampooing. Carpets shall be thoroughly dry before furniture is replaced in office.
- b. Clean all light fixtures no less than once per year. More often, if necessary.

7. Descriptions of Service Areas

5530 W 83<sup>RD</sup> Street

<u>Location</u>	<u>Description</u>	<u>Square Footage</u>
East Shop Building (FMG)	Office, Stock Room and Vehicle Repair – concrete and tiled floors and two bathrooms	790
West Shop Building (FMG)	Vehicle Repair, Lunch Room with bathroom and shower facilities	360
<b>Total Square Footage</b>		<b>1,150</b>
<b>Estimated Square Footage of Carpeted Areas</b>		<b>0</b>

D. General Cleaning Requirements

The Contractor shall:

1. Furnish all cleaning equipment and materials.
2. Use all cleaning materials in strict accordance with manufacturers' labels.
3. Clean all cleaning equipment at the end of each cleaning period and store in a designated area. Equipment and supply storage rooms shall be kept clean and orderly at all times. Wet mops shall be washed out and hung up to dry after each cleaning period. Mops shall not be permitted to be left in pails or floor sinks.
4. Report any restroom facilities requiring repairs and graffiti abatement to the on-site Contract Manager or designee immediately, so that necessary action can be taken.
5. Keep all stainless steel and chrome fixtures in restrooms highly polished at all times. The top and the side rims of urinals, side surfaces and underneath the rim of the toilet bowls shall be thoroughly scrubbed. Water stains and scale build-up on water closets and urinals will not be permitted. Dry powder type cleaners such as Babo-type cleaning agent shall not be used in restroom cleaning.
6. Not use bleach or ammonia-type products while performing these janitorial services.
7. Use experienced carpet shampoo personnel, under proper supervision, to perform the work. Care shall be taken to avoid over-wetting carpet during

the shampooing process. Spots and stains shall be removed from carpets in all areas as soon as they occur.

8. Have Material Safety Data Sheets for all cleaning supplies available upon request.
9. Be able to provide custodial services for all special work projects which may be scheduled during nonpublic hours. This includes evenings and weekends. Public Works will provide at least ten working days' notice prior to any special work project that might occur. Because of the nature of these functions, it is anticipated that the Contractor can provide the necessary services by rescheduling its work force rather than incurring premium overtime pay. If rescheduling of the work force is not possible and extra work hours are necessary, the Contractor shall adhere to the extra work hour rate set forth on the Schedule of Prices.
10. Have capabilities for "call back" work for emergencies or special events.
11. Maintain 24-hour phone answering capabilities with the County.
12. Note that should any inconsistency be found or determined between this Scope of Work and the Performance Requirement Summary (Exhibit A.2), the higher service level in the judgment of Public Works shall prevail.

E. Hours and Days of Service

Hours and days of operation vary slightly. Usual hours of operation are Monday through Friday, 6:30 a.m. to 4:00 p.m.

F. Utilities

The County will provide utilities.

G. Storage Facilities

Public Works will provide necessary storage facilities for the Contractor. However, the Contractor shall not use these facilities for storage of items not necessary to complete work for Public Works.

H. Removal of Debris

All debris derived from these janitorial services shall be removed by the Contractor to an area designated by Public Works. Public Works will make the necessary arrangements to properly dispose of waste at its expense, unless otherwise specified.

I. Special Safety Requirements

All Contractor's personnel shall be expected to observe all applicable State of California Occupational Safety and Health Agency (Cal/OSHA) and Public Works safety requirements while at Public Works' job sites. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

J. Additional Responsibilities of Contractor

The Contractor shall:

1. Provide janitorial services as specified herein to the satisfaction of Public Works.
2. Supply necessary supervision to provide a walk through inspection of all buildings being serviced by Contractor, at least once a month, as scheduled by the on-site Contract Manager.
3. Provide uniforms acceptable to Public Works for all Contractor personnel working at the facilities, by the start of any assigned work.
4. Provide supplies, such as feather duster, on a regular basis.

K. Additional Responsibilities of Public Works

Public Works will:

1. Provide access to the buildings during the hours required to perform the janitorial services.
2. Inspect the Contractor's work for compliance with these Specifications.
3. Operate its Paper Recycling Program.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation if necessary.

Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.



M. I.D. Badges and Uniforms

Contractor shall provide photo I.D. badges which are acceptable to Public Works for all its personnel working at any County facility. All Contractor personnel performing work under this Contract shall wear their photo I.D. badges during their working hours. Any Contractor personnel assigned to the facility not in uniform and/or wearing proper photo I.D. badge will not be allowed to work until attired in the proper dress. Public Works will approve of type and color of uniforms prior to their use by the Contractor. In accordance with Exhibit A.2, "Performance Requirements Summary", reimbursement will not be made should the Contractor fail to comply with this requirement.

N. Contractor On-Site Supervision Requirements

1. Contractor's on-site, daytime custodian/supervisor shall have a thorough knowledge of each facility and their requirements, and must speak and understand English.
2. When coming on a shift, Contractor's supervisor shall check in with the on-site Contract Manager or designee of any additional instructions or directions.
3. In the event a custodian does not show up for work, the Contractor's supervisor shall contact the on-site Contract Manager or designee immediately. The Contractor shall have a trained custodian on site to complete the day's work.
4. The Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency.
5. The Contractor's supervisor shall provide a 24-hour emergency contact number.
6. All custodians shall receive a minimum of one 8-hour workday training at the facility being serviced prior to providing billable services at the Contractor's expense and in accordance with the County's Living Wage Ordinance.
7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the on-site Contract Manager.

O. Waste Water

All waste water shall be dumped in area designated by the on site Contract Manager. The waste water shall not be dumped in parking lots, sinks, or storm drains.

P. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary (Exhibit A.2) to evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.
2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, those described in the Performance Requirements Summary.
3. Failure to perform contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with the Performance Requirements Summary or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director or designee may excuse the incident, or elect any remedy provided by this Contract.
5. In any case of the Contractor's failure to meet the Performance Requirements Summary (Exhibit A.2), Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit A.2, and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.

6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
- All the time limits and acts required to be done by both parties are of the essence of this Contract;
  - The parties are both experienced in performance of this Contract work;
  - This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Proposal price;
  - The parties are not under any compulsion to contract;
  - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
  - It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written Master Agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work, Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Statement of Qualifications.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Statement of Qualifications. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Statements of Qualifications).

Statement of Work. A written description of tasks and/or deliverables desired by County for a specific Work Order.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

Vendor. Any individual, firm or corporation submitting a Statement of Qualifications for the work, acting directly or through a duly authorized representative.

Work Order. A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from a Bid Request solicited by the County that is responded to by the County, by qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by the Contractors, except in accordance with validly bid and executed Work Orders.

C. Director to Interpret Contract

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

## SECTION 2

### GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works' facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

I. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

L. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

M. Transportation

Public Works will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

N. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

O. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

P. Recycled-Content Paper Products

Consistent with Board 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 under this Contract.



SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT  
ADMINISTRATION

A. Limitation of the County's Obligation Due to Nonappropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

B. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Section 3.V, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

C. No Payment for Services Following Expiration or Termination of Contract

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

D. Nondiscrimination in Employment

1. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or

gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

2. The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.
3. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.
5. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

E. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.
2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all applicable

information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

F. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

G. Contractor's Warranty of Adherence to County's Child Support Compliance Program

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.

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

Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement 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).

H. Employment Eligibility Verification

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 citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. The Contractor shall indemnify, defend, and hold harmless the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

I. Assurance of 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 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, 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.

J. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

K. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

L. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

M. Termination for Improper Consideration

1. 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, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to [fraud@oci.co.la.ca.us](mailto:fraud@oci.co.la.ca.us) and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.

N. Notice of Delay

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely

performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

O. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

P. Validity

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

Q. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

R. Disclosure of Information

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

- a. The Contractor shall develop all publicity material in a professional manner.
- b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written

consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

S. Default and Termination

1. Default

- a. The County may, subject to the provisions of Subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
  - i. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
  - ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part as provided in Subsection a above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the 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 restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, 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 negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 3, Paragraph S.4, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2. Default for Insolvency

The County may cancel this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.



3. Unsatisfactory Service

Public Works reserves the right to cancel these services upon giving 14 days' written notice if the work is deemed unsatisfactory in the Director's opinion.

4. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

5. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in Section 3, Paragraph G of this Exhibit B shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of the Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate the Contract pursuant to Paragraph S.1 "Default," of this Section 3, and debar the Contractor pursuant to Los Angeles County Code Chapter 2.202.

T. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

U. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

V. Changes and Amendments of Terms

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

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in

this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

W. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

X. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

Y. 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 performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this 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, County may terminate this Contract or impose other penalties as specified in this Contract.

## SECTION 4

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

#### B. Indemnification

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

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County,

including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
  - a. Specifically identify this Contract.
  - b. Clearly evidence all coverage required in this Contract.
  - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.
  - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
  - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
  - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
  - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
  - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

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

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

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

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
  - a. General Aggregate: \$2 million
  - b. Products/Completed Operations Aggregate: \$1 million
  - c. Personal and Advertising Injury: \$1 million
  - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
  - a. Each Accident: \$1 million
  - b. Disease - policy limit: \$1 million
  - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with

those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
  - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
  - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.



## SECTION 5

### LABOR RELATIONS AND RESPONSIBILITIES

#### A. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

#### B. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

#### C. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County; and
- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions.
- d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

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

E. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

F. Legal Status of Contractor's Personnel at Facility

The Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). The Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. The Contractor shall retain such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its 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 Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

G. Consideration of Hiring County Employees Targeted for Layoffs

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

SECTION 6  
CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. 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 proposed Contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Los Angeles County Code Chapter 2.202, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works 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.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. 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.
- G. These terms shall also apply to subcontractors of the Contractor.

## SECTION 7

### COMPLIANCE WITH LIVING WAGE PROGRAM

#### A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program (Program) as codified in Los Angeles County Code Sections 2.201.010 through 2.201.100, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

#### B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Los Angeles County Code Section 2.201.020) or that Contractor qualifies for an exception to the Program (Los Angeles County Code Section 2.201.090), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under this Contract:
  - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding "claim" concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the 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 operation in California.

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this 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 Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. **Termination:** Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. **Remedies for Payment of Less Than the Required Living Wage:** If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this 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 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 to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The

County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

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



I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

## SECTION 8

### CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

#### A. Contract Subject to 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 Los Angeles County Code Sections 2.203.010 through 2.203.090.

#### B. 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 (Los Angeles County Code Section 2.203.020) or that the Contractor qualifies for an exception to the Jury Service Program (Los Angeles County Code Section 2.203.070), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service

Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this 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.

## SECTION 9

### LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall 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 Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 10

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

B. Contractor's Acknowledgment 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.

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
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<b>CONTRACT ADMINISTRATION</b>					
Rate of pay, hours and days of services	Custodians shall be paid in accordance with the Living Wage Ordinance	0%	Inspection and review of records	\$100 in accordance with the Living Wage Ordinance	Delay in monthly payment
Certified Monitoring Report	Shall be submitted along with invoice each month	0%	Inspection and review of records	\$100 in accordance with the Living Wage Ordinance	Delay in Monthly payment
Insurance	Current proof of insurance meeting contract requirements shall be submitted prior to effective date of contract, and on a timely basis thereafter	0%	Inspection and review of records	\$250 per day	\$50 per day from intended date of commencement of work
Training program	Document training of each employee	2%	Quarterly check of training records against time cards	\$250 per untrained employee	
Custodian staffing	Daily - custodian staffing levels are equal or exceed agreement requirements	2%	100% inspection and review of records	\$50 per hour per absent employee	

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
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Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times	0%	Inspection	\$50 each incident	
Uniform	Uniforms worn by all day time employees on the job	0%	Inspection	\$50 each incident	
Supervisors speak and understand English	On-site supervisor can communicate in English with County Contract Manager	1% error	Inspection	\$100 per day for use of non English-speaking supervisor	

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
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<b>OFFICE AREAS/ CONFERENCE ROOMS</b>					
Sweep and mop floors and steps	Daily - free of dust, dirt, debris, spillage, etc. Remaining dirt or debris is inconspicuous except on very close inspection	2%	Inspection	Exceeding AQL or Failure to sweep and mop: \$50 per room.	
Vacuum and spot carpeted floors	Daily - free of dust, dirt, debris, spillages, spots, stains, etc.	2%	Inspection	Exceeding AQL or Failure to sweep and mop: \$50 per room.	
Dust furniture and equipment	Daily - free of dust, lint, fingerprints, spillages, arranged in an orderly manner, etc.	2%	Inspection	Exceeding AQL or Failure to dust: \$50 per room.	
Clean glass doors and spot clean partition glass	Daily - free of dust, fingerprints spots, scuff marks, streaks, etc.	2%	Inspection	\$25	
Spot wash walls	Daily - free of fingerprints, spots, spillages, streaks, etc.	2%	Inspection	\$20	



EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
Empty and clean wastebaskets and trash cans	Daily - free of trash, odor, dirt, stains, streaks, spillages, etc. Must have clean plastic liners arranged daily	2%	Inspection	\$20	
Clean sinks with special polish	Daily - free of stains, rings, spots, film, etc. Chrome should be free of water marks, film, streaks, etc.	2%	Inspection	\$20	
Sweep and pick up loose trash from around buildings	Three times a week areas around buildings are free of trash.	2%	Inspection	\$50	

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
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<b>LOBBIES AND CORRIDORS</b>					
Clean glass doors	Daily - free of dust, fingerprints, spots, scuff, marks, streaks, etc.	2%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	\$25	
Clean drinking fountains and polish	Daily - free of stains, spots, film, streaks, hand prints, etc.	2%	"	\$20	
Dust/clean furniture, as necessary	Daily - free of dust, fingerprints, lint, dirt, spillages, arranged in an orderly manner, etc.	2%	"	\$20	
Sweep and mop tile and concrete floors (buff as necessary)	Daily - free of dust, dirt, debris, spillages, etc.	2%	"	\$20	

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
Vacuum or spot carpeted floors	Daily - free of dust, dirt, debris, spillages, spots, stains, etc.	2%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	\$20	
Empty and clean waste receptacles	Daily - free of odor, dirt, stains, spillages, streaks, etc.	2%	"	\$20	
Spot wash walls	Daily - free of fingerprints, spots, spillages, streaks, etc.	2%	"	\$25	

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
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<b>RESTROOMS</b>					
Empty and clean dispensers and containers	Daily - free of dust, streaks, spots, etc.	2%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	\$50	
Clean fixtures and chrome fittings	Daily - free of odor, stains, rings, spots, film, etc. Chrome should be free of water marks, streaks, film, etc.	2%	"	\$20	
Sweep and mop floors	Daily - free of dust, dirt, debris, spots, spillages, etc.	2%	"	\$50	
Paper supplies	Daily - all dispensers must be filled to maximum capacity	2%	"	\$50	
Clean mirrors and fixtures as needed	Daily - free of dust, spots, fingerprints, streaks, etc.	2%	"	\$20	

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
Spot clean walls and partitions	<u>Daily</u> - free of dust, cobwebs, fingerprints, etc.	2%	"	\$20	
Wash walls and partitions	<u>Daily</u> - free of spots, spillages, streaks, etc.	2%	"	\$20	
Clean showers	<u>Daily</u> - free of spots, film, streaks, stains, etc.	2%	"	\$20	

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
<b>VENDING/LUNCH ROOMS</b>					
Empty and clean trash receptacles	Daily - free of trash, odor, stains, streaks, spillages, etc. Must have clean plastic liners	2%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	\$50	
Clean and polish basins, sinks and chrome fittings	Daily - free of stains, rings, spots, film, water marks, streaks, etc.	2%	"	\$20	
Sweep and spot floors or vacuum and spot carpet	Daily - free of dust, dirt, debris, spots, stains, spillages, etc	2%	"	\$20	
Spot wash walls	Daily - free of fingerprints, spots, spillages, streaks, etc.	2%	"	\$20	
Damp mop and buff waxable floors, as needed	Daily - free of dirt, spots, marks, stains, spillages, streaks, etc.	2%	"	\$20	

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
Damp mop and buff waxable floors, as needed	<u>Daily</u> - free of dirt, spots, marks, stains, spillages, streaks, etc.	2%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	\$20	
Spot clean carpeted floors	<u>Daily</u> - free of dirt, spots, stains, streaks, spillages, etc.	2%	"	\$20	
Sweep and mop floors, as needed	<u>Daily</u> - free of dirt, marks, spillages, stains, build ups, film, etc.	2%	"	\$20	

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
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<b>PERIODIC FLOOR CLEANING/ ALL AREAS</b>					
Shampoo carpeted floors	<u>Annual</u> - free of dirt, spots, stains, streaks, spillages, etc.	2%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	\$10/Square Ft. requiring redo	\$500
Clean polish chairs and table legs	<u>Monthly</u> - free of dirt, film, streaks, spillages, etc.	2%	"	\$100	
Mop/scrub waxable floor, apply floor finish/buff	<u>Quarterly</u> - free of dirt and wax build up, spillages, scuff marks, spots, stains, film, etc.	2%	"	\$25/Square Ft.	



PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
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<b>STAIRS</b>					
Spot clean walls	<u>Daily</u> - free of dust, cobwebs, spots, fingerprints, spillages, streaks, etc.	2%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	\$20	
Clean hand rails in corridors	<u>Daily</u> - free of dust, dirt, spots, spillages, etc.	2%	"	\$20	
Sweep and spot steps and landings	<u>Daily</u> - free of dust, dirt, spots, spillages, etc.	2%	"	\$50	
Clean risers	<u>Daily</u> - free of dust, spots, spillages, etc.	2%	"	\$20	
Chemicals	<u>Daily</u> - properly labeled, secured, etc.	2%	"	\$20	

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
<b>EXTERIOR</b>					
Sweep/clean steps, landings, porches, handrails, sidewalks	<u>Daily</u> - free of dust, debris, spots, spillages, etc.	2%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	\$100	
Dust/clean ledges and walls	<u>Daily</u> - free of dust, dirt, debris, spots, spillages, etc.	2%	"	\$50	
Clean entrance and exit doors, door glass and frames as needed	<u>Daily</u> - free of dust, dirt, fingerprints, spots, streaks, etc.	2%	"	\$50	
Clean sand jars	<u>Daily</u> - free if debris, tar, ashes, butts, etc.	2%	"	\$20	
Empty and clean trash cans	<u>Daily</u> - free of odors, debris, dirt, spillages, stains, streaks, etc.	2%	"	\$50	

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
<b>ALL AREAS</b>					
Dust/clean door jams and baseboards	Weekly - free of dust, spots, cobwebs, spillages, wax build up, etc.	2%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	\$20	
Dust/clean lower surfaces of chair rungs, desk sides and ledges	Weekly - free of dust, spots, cobwebs, spillages, wax build up, etc.	2%	"	\$20	
Dust/clean cabinets and shelves	Weekly - free of dust, spillages, etc.	2%	"	\$20	
Dust desks, chairs, files and ledges	Weekly - or as needed - free of dust, debris, etc.	2%	"	\$20	
Dust/clean movable desk files	Weekly - free of dust, debris, etc.	2%	"	\$20	
Clean door knobs, kickplates and threshold plates	Weekly - after cleaning: free of spots, dirt, spillages, wax build up, etc.	2%	"	\$20	
Clean balconies and ledges	Weekly - after cleaning: free of dirt, debris, spillages, etc.	2%	"	\$20	

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
Clean ceiling vents	<u>Monthly</u> - after cleaning: free of dust, film, stains, etc.	2%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	\$20	
Vacuum upholstered furniture and draperies	<u>Monthly</u> - after cleaning: free of dust, lint, dirt, etc.	2%	"	\$50	
Dust blinds	<u>Monthly</u> - after cleaning: free of dust, film, stains, spillages, etc.	2%	"	\$50	
Dust high ledges and moldings	<u>Monthly</u> - after cleaning: free of dust, cobwebs, etc.	2%	"	\$50	
Dust walls	<u>Monthly</u> - after cleaning: free of dust, cobwebs, etc.	2%	"	\$50	
Wash marble walls	<u>Monthly</u> - after cleaning: free of spots, film, streaks, spillages, etc.	2%	"	\$50	
Wash partition glass	<u>Monthly</u> - free of dust, spots, fingerprints, streaks, etc.	2%	"	\$20	

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Acceptable Quality Level (AQL) or Deviation From Standard Allowed	Method of Surveillance	Deduction from Contract Price for Exceeding AQL	Maximum Deduction (if any)
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<b>WINDOWS</b>					
Glass	Per contract - free of dust, fingerprints, dirt, spots streaks, etc.	2%	100% inspection	\$50	
Window sills, frames, louvers and porcelain panels	Per contract - free of dust, dirt, spots, fingerprints, streaks, etc.	2%	"	\$50	
Screens	Per contract - free of dust, dirt, etc.	2%	"	\$50	

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QUALITY CONTROL INSPECTION FORM

LOG: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

INITIAL WEEKLY INSPECTION

FOLLOW-UP INSPECTION

Category	Quality Level			Rating Score	Re-Insp.	Remarks on each discrepancy noted
<b>Office Area/Exam Room</b>						
Floors & Carpets	5	5	0-4			
Furniture & Equipment	5	4	0-3			
Dust Control	4	3	0-2			
Partition Glass	5	4	0-3			
Vents	5	4	0-3			
Walls	5	4	0-3			
Wastebaskets	5	4	0-3			
<b>CATEGORY TOTAL</b>						
<b>Lobbies &amp; Corridors</b>						
Doors & Glass	2	1	0			
Drinking Fountain	2	1	0			
Entrance	2	1	0			
Furniture	2	1	0			
Floors	3	2	0-1			
Dust Control	2	2	0			
Urns & Receptacles	3	2	0-1			
Gear Rooms	2	1	0			
Walls	2	1	0			
<b>CATEGORY TOTAL</b>						
<b>Restrooms</b>						
Dispensers & Cont.	3	2	0-1			
Fixtures	3	2	0-1			
Floors	3	2	0-1			
Supplies	2	2	0			
Mirrors/Doors	3	2	0-1			
Vents	3	2	0-1			
Walls & Partitions	3	2	0-1			
<b>CATEGORY TOTAL</b>						
<b>Elevators, Stairs &amp; Esc</b>						
Doors	2	1	0			
Floors	3	2	0-1			
Walls & Ceilings	3	2	0-1			
Railings & Risers	2	4	0			
<b>CATEGORY TOTAL</b>						
<b>Calendar/Misc. Cleaning</b>						
Exterior Grounds	2	1	0			
Lt. Fix & Windows	2	1	0			
Floors & Carpets	3	2	0-1			
Vents	1	1	0			
Parking Lot	2	1	0			
<b>CATEGORY TOTAL</b>						

TOTAL SCORES – ALL CATEGORIES

NOTE: Record Maximum score for elements do not exist.

CONTRACT REQUIREMENTS COMPLIANCE FORM

CONTRACT REQUIREMENTS

COMPLIANCE

NON-COMPLIANCE

1. STAFF WEARING UNIFORM & I.D. BADGES:
  
2. STAFF SEEMS WELL ORIENTED TO JOB:
  
3. SUPERVISORS SPEAK AND UNDERSTAND ENGLISH:
  
4. TRAINING PROGRAM FOR EMPLOYEES:
  
5. COMPETENT SUPERVISORY STAFF:
  
6. CONTRACTOR FOLLOWS UP ON COMPLAINTS/REQUESTS:

ADDITIONAL COMMENTS:

Department of the Treasury  
Internal Revenue Service  
**Notice 1015**

(Rev. December 2003)

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**

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**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

**Note:** *You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

**How Will My Employees Know If They Can  
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC  
Payments?**

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

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**Notice 1015**  
(Rev. 12-2003)



**No shame.**

**No blame.**

**No names.**

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



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



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

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

### What is the Safely Surrendered Baby Law?

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent?

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

### Why is California doing this?

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

### A baby's story

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

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

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

# Sin pena. Sin culpa. Sin peligro.

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



En el Condado de Los Angeles:  
**1-877-BABY SAFE**  
**1-877-222-9723**  
[www.babysafela.org](http://www.babysafela.org)



Estado de California  
Gray Davis, Gobernador

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

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



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

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

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

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

### ¿Cómo funciona?

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

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

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

### ¿Los padres deben llamar antes de llevar al bebé?

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

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

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

### ¿Qué ocurrirá con el bebé?

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

### ¿Qué pasará con el padre/madre?

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

### ¿Por qué California hace esto?

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

### Historia de un bebé

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

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

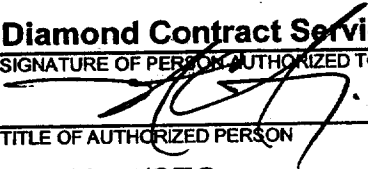
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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus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

## BID SHEET

The undersigned Bidder offers to perform the work described in the attached Scope of Work for the following price(s). The Bidder shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Scope of Work. It is understood and agreed that where quantities, if any, are set forth in the Bid Sheet, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. Exceptions to specifications must be set forth in an attachment and may result in rejection of the bid.

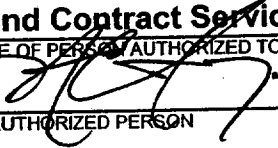
DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Janitorial Services at Alcazar Yard	\$ 3,756.59	\$ 45,079.09

LEGAL NAME OF BIDDER		
<b>Diamond Contract Services, Inc.</b>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 		
TITLE OF AUTHORIZED PERSON	DATE	
President/CEO	7/18/2005	
BIDDER'S ADDRESS:		
2819 Burton Avenue Burbank, CA 91504		
PHONE	FAX	EMAIL
(818) 565-3554	(818) 565-3556	dsmith@diamondcontract.com

## BID SHEET

The undersigned Bidder offers to perform the work described in the attached Scope of Work for the following price(s). The Bidder shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Scope of Work. It is understood and agreed that where quantities, if any, are set forth in the Bid Sheet, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. Exceptions to specifications must be set forth in an attachment and may result in rejection of the bid.

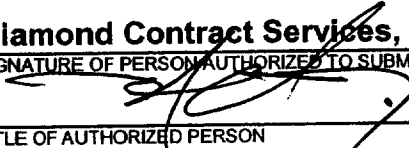
DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Janitorial Services at Hollydale Yard	\$ 801.64	\$ 9,619.63

LEGAL NAME OF BIDDER <b>Diamond Contract Services, Inc.</b>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 		
TITLE OF AUTHORIZED PERSON President/CEO		DATE 7/18/2005
BIDDER'S ADDRESS: 2819 Burton Avenue Burbank, CA 91504		
PHONE (818) 565-3554	FAX (818) 565-3556	EMAIL dsmith@diamondcontract.com

## BID SHEET

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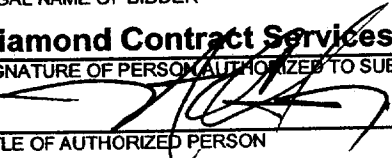
DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Janitorial Services at Imperial Yard	\$ 791.58	\$ 9,499.01

LEGAL NAME OF BIDDER <b>Diamond Contract Services, Inc.</b>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 		
TITLE OF AUTHORIZED PERSON <b>President/CEO</b>		DATE <b>7/18/2005</b>
BIDDER'S ADDRESS: <b>2819 Burton Avenue Burbank, CA 91504</b>		
PHONE <b>(818) 565-3554</b>	FAX <b>(818) 565-3556</b>	EMAIL <b>dsmith@diamondcontract.com</b>

BID SHEET

The undersigned Bidder offers to perform the work described in the attached Scope of Work for the following price(s). The Bidder shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Scope of Work. It is understood and agreed that where quantities, if any, are set forth in the Bid Sheet, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. Exceptions to specifications must be set forth in an attachment and may result in rejection of the bid.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
Janitorial Services at Road Maintenance District 3	\$ 802.09	\$ 9,625.09

LEGAL NAME OF BIDDER		
<b>Diamond Contract Services, Inc.</b>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
		DATE
TITLE OF AUTHORIZED PERSON		7/18/2005
President/CEO		
BIDDER'S ADDRESS:		
2819 Burton Avenue Burbank, CA 91504		
PHONE	FAX	EMAIL
(818) 565-3554	(818) 565-3556	<a href="mailto:dsmith@diamondcontract.com">dsmith@diamondcontract.com</a>



Award information has not been added at this time.

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### Bid Information

**Bid Number :** PW-ASD 249  
**Bid Title :** JANITORIAL SERVICES  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** JANITORIAL/CUSTODIAL SERVICES  
**Open Date :** 4/7/2005  
**Closing Date :** 4/21/2005 5:30 PM  
**Notice of Intent to Award :** [View Detail](#)  
**Bid Amount :** N/A  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests statements of qualification for contracts for "Janitorial Services". The approximate value of the contracts is expected to be between \$10,000 and \$920,000 per year. Proposers must meet all minimum requirements set forth in the Request for Statements of Qualification (RFSQ) document including, but not limited to, at least three years' experience performing janitorial work for business, commercial, or government institutions. If not attached to this letter, the RFSQ with contract specifications, forms and instructions for preparing and submitting proposals may be requested from Mr. Scott Smith at (626) 458 4055, Monday through Thursday, 7 a.m. to 5 p.m.

A Vendors' Conference will be held on Thursday, April 14, 2005, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Thursday, April 21, 2005, at 5:30 p.m. Please direct your questions to Mr. Smith at the number above.

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD at (626) 282 7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

**Contact Name :** SCOTT SMITH  
**Contact Phone# :** (626) 458-4055  
**Contact Email :** [scsmith@ladpw.org](mailto:scsmith@ladpw.org)  
**Last Changed On :** 4/7/2005 5:41:24 PM

[Back to Last Window](#)

[Back to Award Main](#)



All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Diamond Contract Services, Inc.  
 My County (WebVen) Vendor Number: 52871201

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.  
 I AM  
 As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise  
 Other (Please Specify):  
 Total Number of Employees (including owners): 520

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

Race/Ethnic Composition	Owners/Partners/Associate Partners		Subcontractors		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	1		4	2	38	4
Hispanic/Latino			6	3	189	273
Asian or Pacific Islander						
American Indian						
Filipino						
White			1	1		

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
NMSDC	X				7/05
CPUC	X				9/06

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

Authorized Signature: Title: President/CEO Date: 4/21/05

All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: FACILITY OPERATIONS PLUS  
 My County (WebVen) Vendor Number: 12064801

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.  
 I AM  
 As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise  
 Other (Please Specify):  
 Total Number of Employees (including owners):  
 Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Black/African American						
Hispanic/Latino			2		24	8
Asian or Pacific Islander						
American Indian						
Filipino						
White	2		1	1	9	

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

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

Authorized Signature: [Signature] Title: PRESIDENT Date: 4-21-05

All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: **LEE'S MAINTENANCE SERVICE, INC.**

My County (WebVen) Vendor Number: **12564101**

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

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

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

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise

Other (Please Specify):

Total Number of Employees (including owners): **307**

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

Race/Ethnic Composition	Sole Proprietors		Partners		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	1		4		10	12
Hispanic/Latino			2	1	119	105
Asian or Pacific Islander				1	12	4
American Indian						
Filipino					7	12
White					12	5

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Date
City of Los Angeles	X				8/11/05

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

Authorized Signature: **Tyrone P. Ingram** Title: **President** Date: **April 20, 2005**

County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME:	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): <span style="float: right;">3879</span>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			9	7	276	253
Hispanic/Latino			32	15	1226	1339
Asian or Pacific Islander			1	0	76	32
American Indian			0	0	12	1
Filipino			0	0	0	0
White	1		22	17	453	107

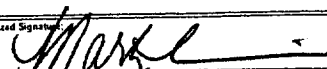
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
N/A					

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

Authorized Signature: 	Title: <b>Vice President</b>	Date: <b>4-21-05</b>
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All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Premier Building Maintenance Services

My County (WebVen) Vendor Number: 52514001

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

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

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

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 125

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

Race/Ethnicity	Sole Proprietor		Partnership		Corporation		Nonprofit Corp.		Franchise	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Black/African American					3		7			
Hispanic/Latino					9	2	75		17	
Asian or Pacific Islander	1	1			3		4		3	
American Indian										
Filipino										
White										

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	35 %	%	%	%
Women	%	%	65 %	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

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

Authorized Signature: *Kim Duly Rakie* Title: President Date: 4/21/05

County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
SBE Firm/Organization Information Form

All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Executive-Suite Services, Inc.  
My County (WebVen) Vendor Number: 02999501

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.  
 I AM As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise  
 Other (Please Specify):  
Total Number of Employees (including owners): 30  
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			2		18	5
Asian or Pacific Islander						
American Indian					2	
Filipino						
White	1			2		


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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:  Title: President Date: 4-21-05



All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: KOREAN MAINTENANCE CO.

My County (WebVen) Vendor Number: 03930901

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

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

I AM

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

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 38

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

Race/Ethnic Composition	Owners/Partners/Associates/Partners		Management		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			2	1	4	2
Hispanic/Latino			2		14	10
Asian or Pacific Islander	1				1	
American Indian						
Filipino						
White					1	

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature: *Linda Bailey* Title: General Manager Date: 4/21/05



**County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
CBE Firm/Organization Information Form**

vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: **UNISERVE Facilities Services Corp.**

My County (WebVen) Vendor Number: **N/A**

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

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

I AM

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

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise

Other (Please Specify):

Total Number of Employees (including owners): **345**

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

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	0	12	11
Hispanic/Latino	0	0	9	8	138	137
Asian or Pacific Islander	0	0	2	2	6	6
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	0	0	2	2	18	17

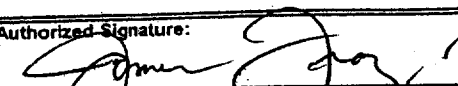
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed:

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
City of Los Angeles	X				
Metropolitan Transit Authority	X				

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

Authorized Signature:  Title: **V.P. Marketing & Sales** Date: **4-20-05**

All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: **BELL BUILDING MAINTENANCE COMPANY**

My County (WebVen) Vendor Number: **50747701**

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

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

I AM

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

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise

Other (Please Specify):

Total Number of Employees (including owners): **106**

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

Race/Ethnic Composition	Owners/Partners/Associate Partners		Administrators		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					30	25
Hispanic/Latino			3	1	25	20
Asian or Pacific Islander		1				
American Indian						
Filipino			1			
White						


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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
<b>CITY OF LOS ANGELES</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>	<b>2005</b>

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

Authorized Signature:  Title: **SALES MANAGER** Date: **8/18/05**



All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: WWC WINDOW CLEANING OF LOS ANGELES, INC.

My County (WebVen) Vendor Number: 11933501

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

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

I AM

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

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 150

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

Race/Ethnic Composition	Owners/Partners/Associate Partners		Employees		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	3					
Hispanic/Latino			1	1	143	2
Asian or Pacific Islander						
American Indian						
Filipino						
White						

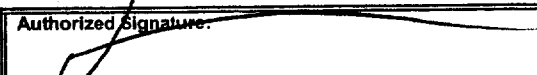
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
COUNTY OF LOS ANGELES	MBE				2/18/2007
DGS PROCUREMENT DIVISION			DVBE		2/28/08

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

Authorized Signature:  Title: PRESIDENT Date: 4.21.05

**County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Compliance Form  
SBE Firm/Organization Information Form**

All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: National Pinnacle Care, Inc.  
 My County (WebVen) Vendor Number: 12304001

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.  
 I AM  
 As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise  
 Other (Please Specify):  
 Total Number of Employees (including owners): 17  
 Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander	2		4	2	6	3
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature: [Signature] Title: Secretary Date: 4-21-05

All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: The Resource Collection, Inc  
 My County (WebVen) Vendor Number: 52057801

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.  
 I AM  
 As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise  
 Other (Please Specify):  
 Total Number of Employees (including owners): 1,500  
 Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate/Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			4	2	37	52
Hispanic/Latino			12	5	951	412
Asian or Pacific Islander				1		
American Indian						
Filipino			2			
White		2	8	10		

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled/Veteran	Expiration Date

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

Authorized Signature: Steve Jacobson Title: Soc/Treasurer Date: April 18, 2005

County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
SBE Firm/Organization Information Form

All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: COME LAND MAINTENANCE CO., INC.

My County (WebVen) Vendor Number:

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

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

Business Structure:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Corp.	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>150</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			1		50	25
Asian or Pacific Islander	1	1	1	2	44	25
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	0 %	%	%	%
Women	%	%	100 %	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
<u>DGS-PROCUREMENT DIV.</u>	✓	✓	✓		<u>05/31/06</u>

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

Authorized Signature:	Title: <u>CONTRACTOR</u>	Date: <u>04/15/05</u>
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All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Maxim Building Care, Inc.  
 My County (WebVen) Vendor Number: 05237401

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.  
 I AM As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise  
 Other (Please Specify):  
 Total Number of Employees (including owners): 50  
 Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnicity	Male	Female
Black/African American		
Hispanic/Latino	2	1
Asian or Pacific Islander	1	
American Indian		
Filipino		
White		

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:  Title: President Date: April 21, 2005

**County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
CBE Firm/Organization Information Form**

All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: MARY & SON JANITORIAL MAINTENANCE SERVICE, INC

My County (WebVen) Vendor Number: 11512301

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

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

I AM

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

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 4

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

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Employees	
	Male	Female	Male	Female	Male	Female
Black/African American		1	1			2
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
DGS-SMALL BUSINESS		0008094			08/31/06
SCMBDC	56172				09/01/05

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

Authorized Signature: *Mary A. Pitchford* Title: President Date: 4/20/05





All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Eastside Window Cleaning  
 My County (WebVen) Vendor Number: ORANGE

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.  
 I AM  
 As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise  
 Other (Please Specify):  
 Total Number of Employees (including owners): 12  
 Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Black/African American						
Hispanic/Latino	90 %					
Asian or Pacific Islander						
American Indian						
Filipino						
White	10 %					

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	80 %	%	%	%	10 %
Women	%	10 %	%	%	%	%

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

Agency Name:	Minority:	Women:	Disadvantaged:	Disabled Veteran:	Certification Date:

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

Authorized Signature: John Sulick Frank Sulick Title: President Date: 4/14/05

All vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Nam Min , Cho

My County (WebVen) Vendor Number: 95-4730849

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

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

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

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

Business Structure:  Sole Proprietor  Partnership  Corporation  Nonprofit Corp.  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 69

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

Race/Ethnicity	Hispanic/Latino		Asian or Pacific Islander		White	
	Male	Female	Male	Female	Male	Female
Black/African American			1		5	4
Hispanic/Latino			3	1	20	16
Asian or Pacific Islander	1	1	3	2	5	4
American Indian						
Filipino						
White					2	1

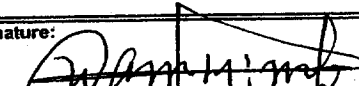
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	50 %	%	%	%
Women	%	%	50 %	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled/Veteran	Other

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

Authorized Signature:  Title: President Date: 04/21/05

OCCC

TOTAL COMPOSITION OF WORK FORCE

PRIME  SUB  PCA Form (7/1/99)

Contractor Goodwill Industries of Southern California Length of Contract \_\_\_\_\_

Contract Address 342 N. San Fernando Rd, LA CA 90031 Work Force as of (Date) 4/15/2005

(If you have no employees, write "no employees at this time.")

**FOR CONSTRUCTION PROJECTS (L.A. County Only)**

OCCUPATION	AFRICAN AMERICAN (BLACKS)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYERS		% MINORITY		GENDER	
	J	A	J	A	J	A	J	A	J	A	J	A	J	A	T	F
CRAFT																
Brick Layers																
Carpenters																
Electricians																
Trade Workers																
Iron Worker																
Laborers																
Operator/Engineers																
Painters																
Pipe Trades																
Plumbers / Cement																
Masons																
Sheet Metal																
Welders																
Painters																
Chemical																
Supervisory																
TOTAL																

**FOR NON-CONSTRUCTION PROJECTS**

OCCUPATION	AFRICAN AMERICAN (BLACKS)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYERS		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	J	A	J	A	T	F
Office Managers	11	-0-	26	-0-	9	-0-	1	-0-	32	-0-	79	-0-	59	-0-	39	40
Technicians	16	-0-	27	-0-	3	-0-	1	-0-	28	-0-	75	-0-	63	-0-	28	47
Service Workers	2	-0-	3	-0-	2	-0-	-0-	-0-	4	-0-	11	-0-	64	-0-	7	4
Office / Clerk	132	11	278	44	26	9	-0-	-0-	122	34	558	98	78	65	282	374
Unskilled	16	-0-	34	-0-	11	-0-	1	-0-	14	-0-	76	-0-	82	-0-	22	54
Supervisory	10	-0-	31	-0-	1	-0-	-0-	-0-	3	-0-	45	-0-	93	-0-	44	1
Service Workers	86	44	133	132	13	30	1	4	66	54	299	264	78	80	344	219
TOTAL	11	16	15	11	2	-0-	-0-	-0-	-0-	7	28	34	100	79	45	17
TOTAL	284	71	547	187	67	39	4	4	289	95	1171	956	75	25	811	956

Employment Statistics Were Obtained From:  Available Records  Vernal Check  Other (Specify) \_\_\_\_\_ A-2

**PROPOSITION A COMPLIANCE**

For the reasons stated below, the contracts with Diamond Contract Services, Inc., are in compliance with the following Proposition A requirements contained in County Code Chapter 2.121:

**Section 2.121.380**

1. The services can be provided more economically by an independent contractor than by County employees as demonstrated by a savings of \$19,510 in avoidable County costs applying methodology approved by the Auditor-Controller.
2. The County's ability to respond to emergencies will not be impaired by contracting out these janitorial services.
3. The award of the contract will not result in the unauthorized disclosure of confidential information as such information will not be accessible to the contractor's staff.
4. Alternative resources are available via other janitorial services under contract to the Department and the County so that the services can be obtained from another source in the event of default by the contractor.
5. The award of the contract will not infringe upon the proper role of the County in its relationship to its citizens because these services are not being provided to the public.
6. The award of the contract complies with applicable federal and state regulations.

**Section 2.121.390**

The contract will not result in a reduction of County services.

**Section 2.121.420**

1. The work can be performed more economically by independent contractors because the following avoidable cost savings have been calculated by Public Works using methodology approved by the Auditor-Controller:

1.	Alcazar Complex	\$11,980
2.	Westchester:	2,468
3.	Hollydale Complex	2,473
4.	Imperial Yard	2,589
	Total savings	\$19,510

2. A description of the anticipated scope and cost of the work to be contracted are set forth in the attached Board letter.
3. Funds are available in Fiscal Year 2005-06 Public Works budgets as set forth in the paragraph entitled Fiscal Impact/Financing.
4. Any possible impact on county tort liability has been minimized by requiring the contractor to provide insurance and indemnification as set forth in the Sample Agreement, Section 4 of Exhibit B.
5. These services have been contracted out for many years and are not expected to affect employee relations.