



GAIL FARBER, 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

<http://dpw.lacounty.gov>

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

March 18, 2014

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 March 18, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR ZERO-TOLERANCE
GRAFFITI ABATEMENT SERVICES – ZONE 4
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to award a contract for graffiti removal services in the Zero-Tolerance Zone 4 within the unincorporated County communities of Hacienda Heights, Rowland Heights, and Whittier.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award the contract to Harbor Area Gang Alternatives Program for Zero-Tolerance Graffiti Abatement Services – Zone 4 in the annual contract sum of \$267,743 for the initial term, and direct the Chairman to execute the contract. This contract will be for a period of one year commencing on April 1, 2014, or upon the Board's approval, whichever occurs last, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.
4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option and extension periods if, in the opinion of the Director of Public Works or her designee, Harbor Area Gang Alternatives Program has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the Scope of Work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide graffiti removal services in zero-tolerance zones within the unincorporated County area of Zone 4. The work to be performed will consist of graffiti abatement and paint-out projects and is designed to eliminate graffiti as quickly and as often as possible. The Department of Public Works has contracted for these services since 1997.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

The annual contract sum is \$267,743 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract.

Funds for these services are included in the Fiscal Year 2013-14 Public Works General Fund, Road Fund, and Special Road District Fund Budgets. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Harbor Area Gang Alternatives Program, located in Wilmington, California. The contractor qualifies as a Transitional Job Opportunity vendor, in accordance with Chapter 2.205 of the Los Angeles County Code. This contract will commence on April 1, 2014, for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

The contract has been executed by the Harbor Area Gang Alternatives Program and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to:

the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

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.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on November 20, 2012, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

This work 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. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

Since this is a Proposition A contract, Public Works has evaluated and determined that the contractor is exempt from Living Wage Program as a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3).

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

This Proposition A contract does not allow for a cost-of-living adjustment for the option years.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

CONTRACTING PROCESS

On December 3, 2012, Public Works solicited proposals from 184 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in

the Los Angeles Times.

On December 17, 2012, six proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, performance history/references, staffing plan, and demonstrated control over labor/payroll record keeping using the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, responsible, and lowest-cost proposer, Harbor Area Gang Alternatives Program.

Consistent with the County of Los Angeles Services Contract Solicitation Policy, Policy No. 5.055, Urban Graffiti Enterprises, Inc. (Urban), a proposer for this solicitation, requested a County Review Panel. On January 27, 2014, a County Review Panel was convened. The panel found that Urban did not demonstrate that Public Works materially failed to follow procedures specified in its solicitation document; made identifiable mathematical or other errors in evaluating proposals; or that there was another basis for review as provided by State or Federal law, and recommended no changes to our solicitation process. Therefore, the contract will be awarded to the apparent responsive, responsible, and lowest-cost proposer, Harbor Area Gang Alternative 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.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

The Honorable Board of Supervisors

3/18/2014

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

HARBOR AREA GANG ALTERNATIVES PROGRAM

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES -
ZONE 4 (2012-PA049)

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- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F Location Map**

AGREEMENT FORZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 4 (2012-PA049)

THIS AGREEMENT, made and entered into this 18th day of March, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and HARBOR AREA GANG ALTERNATIVES PROGRAM, a nonprofit California corporation, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on December 17, 2012, hereby agrees to provide services as described in this Contract for Zero-Tolerance Graffiti Abatement Services - Zone 4 (2012-PA049).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Location Map; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The 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 the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$267,743 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on April 1, 2014, or upon Board approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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

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

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the 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 *Don Krabe*
Chairman, Board of Supervisors



ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By *[Signature]*
Deputy

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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By *Carole Suzuki*
Deputy

HARBOR AREA GANG ALTERNATIVES
PROGRAM

By *[Signature]*
Its ~~President~~ EXECUTIVE DIRECTOR

DOUGLAS L. SEMAR
Type or Print Name

By *[Signature]*
Its Secretary

Elise Swanson
Type or Print Name

ADOPTED
BOARD OF SUPERVISORS

30 MAR 18 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

78136

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Feb. 14, 2014 before me, Valerie Pauley Notary Public,
(Here insert name and title of the officer)

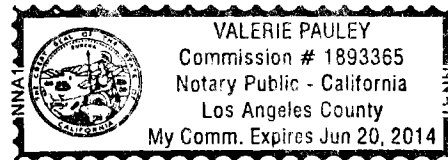
personally appeared Douglas L. Semark & Elise Swanson,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

SCOPE OF WORK

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 4 (2012-PA049)

A. Public Works Program Manager

The Public Works Program Manager (a.k.a., Graffiti Abatement Program Manager) is Ms. Ari DeChellis of Land Development Division, who may be contacted at (626) 458-4062, e-mail address: adechellis@dpw.lacounty.gov, Monday through Thursday, 7:15 a.m. to 6 p.m. The Program Manager or designee is the only person authorized by Public Works to request work of the Contractor. The Contractor will be notified in writing when there is a change in the Program Manager.

B. Work Locations

Work locations are detailed in Exhibit F, location map consist of the following unincorporated County areas: Hacienda Heights, Rowland Heights, and all unincorporated Whittier.

C. Background

The work to be performed under this Contract consists of removing graffiti and painting on various surfaces to cover graffiti and do paint-out projects to beautify surfaces and objects. Public Works' Graffiti Abatement Program is designed to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti.

A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed.

D. Work Description – General Statement

The primary objective of this contract is to remove all graffiti in the zero-tolerance zone (ZTZ), patrol, do paint-out projects, and keep the area graffiti free. Contractor shall remove graffiti from all surfaces in the specified zone from private residential, commercial, industrial, and public property. The County's goal is to have no graffiti within the established zone. The Contractor shall fulfill requests for removal and remove all graffiti seen in the immediate area. The Contractor shall patrol the assigned zero tolerance zone to seek, find, and remove graffiti and do paint-outs. However, the Program Manager or designee has the authority to dictate special requests, including, but not limited to, removal of murals when authorized.

E. Minimum Crew

Contractor shall provide a minimum of 4 crews. A crew is defined as consisting of at least one full time (40 hours/week) person in a fully equipped vehicle designated to carry out the duties detailed in this Graffiti Removal Contract.

- ZTZ 4 - A minimum of 4 crews

These crew(s) shall be dedicated solely to the zone on the days of operation as specified in subparagraph J.1. However, if pressure washing is required, an additional crew is mandatory as to not impact the operation of the other crews. The Contractor is responsible to make sure that a full complement of crews are working and shall replace a crew immediately if any crew cannot be deployed to work on any given day. The Contractor shall make crews available for priority assignments requested by the Program Manager or designee.

The Contractor shall establish and implement daily routes for crews and provide a schedule of such routes to inform the Program Manager of the expected locations and work schedule of the crews. The schedule shall conform with the Work Plan set forth in the Contractor's proposal for this Contract, the Contractor's Staffing Plan and Cost methodology Form (LW-8) submitted for this Contract, and subparagraph J.1 of this Exhibit. This routine schedule will be used as a reference to account for all hours the Contractor's staff work under this Contract. This schedule will be approved by the Program Manager and any changes in this schedule must have approval from the Program Manager.

F. Hours and Days of Operation

Any operation generating loud, harsh, or unusual noise shall be restricted to the hours of 7 a.m. to 6 p.m. The days of operation shall be as indicated in subparagraph J.1. Notwithstanding specifications regarding hours of performance, the Contractor shall respond to work requirements promptly and flexibly.

G. Telephone Communications

The Contractor shall be available at all times to report and confer with Public Works Program Manager or designee with respect to these graffiti removal services. The Contractor shall provide a bilingual (Spanish/English) telephone answering service and fax within the County, 8 a.m. to 5 p.m., Monday through Sunday, to receive instructions, information, complaints, etc., from Public Works.

H. Supervisor Qualifications

The Contractor's on-site supervisor as indicated in Contractor's Work Plan of Action, shall have a thorough knowledge of the needs of the assigned zero-tolerance zone, graffiti removal and paint-out techniques, and the

operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

I. Vehicle Signage

Vehicle signage will be optional; however, any signage referencing the County of Los Angeles Graffiti Abatement Program shall be in the following form: "County of Los Angeles Graffiti Abatement Program" and the Contractor's name or firm's name, together with Public Works "Hotline Number," in legible letters, not less than two inches in height, on both sides of all trucks/vehicles used in the zero tolerance zone.

J. General Graffiti Removal Services

The Contractor shall:

1. Maintain a zero-tolerance policy, in accordance with the Contractor's Work Plan of Action/Approach. The Contractor shall follow its Work Plan of Action/Approach throughout the entire Contract unless otherwise approved in writing by the Program Manager. In addition, the Contractor shall:
 - a. Remove vulgar and threatening graffiti (e.g., profane, obscene, racist, gang 187's, or cross-outs, etc.) within 24 hours, seven days a week.
 - b. Respond to Public Works Program Manager or designee concerning priority assignments, paint-out projects, and color match corrective painting within 24 hours, seven days a week.
 - c. Remove graffiti within 48 hours upon notification, seven days a week.
2. Match all paints to existing colors to the satisfaction of the Program Manager or designee. The Contractor shall receive no additional compensation for repainting any area to match the color whether or not original graffiti removal was done by current contractor. Graffiti shall be removed using new or recycled water-based paint. Contractor shall make the best possible match to the existing color.
3. Provide Public Works with work record reports no later than the fifth day of each month with the monthly invoice. The monthly report shall indicate the number and source of crews utilized and hours worked. This report will also include locations of tags removed (address and whether it was private property or in the public road right of way) and square footage of graffiti removed, painted over or pressure washed. The Program Manager

or designee may originate graffiti removal work requests and shall receive all completion reports from the Contractor through the Graffiti Abatement Referral System, and in an electronic version (Excel). These reports will then be routed to the Program Manager who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles, Department of Public Works
Land Development Division
Graffiti Abatement Section
Attention Ms. Ari DeChellis
900 South Fremont Avenue, 9th Floor
Alhambra, CA 91803-1331

4. Perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, vehicles, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.
5. Remove graffiti from all types of surfaces including, but not limited to, wood, metal, signage, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted rip rap, and various pavement surfaces, etc., using appropriate methods of covering or removing graffiti for the particular surface and conditions, including, but not limited to, water blasting, sand blasting, painting over (both with rollers and spray guns), and utilizing county approved solvents (see subparagraph J.9).
6. Remove graffiti, paint-out, or murals (murals shall only be removed with authorization from the Program Manager – see paragraph DD. Murals) with water-based and/or water-based recycled paint. The color of the paint shall match the color of the surface to which it is applied. In areas where repainting is required in order to match the existing paint, Contractor shall paint over with the right color to match at no additional cost to the County. The paint may be applied either mechanically or manually in a neat and even manner such that it completely covers or eradicates any graffiti present and does not leave splatter marks on the ground. Use drop cloths on all work assignments to protect sidewalks, vegetation, vehicles, etc., from paint spillage.
7. Furnish all the necessary and appropriate graffiti removing products and equipment including, but not limited to, brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, County-approved graffiti-removing solutions, drop cloths, brooms, dustpans, plastic bags (for debris disposal), etc.
8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting

(on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.

9. Remove graffiti found on signs in zero-tolerance zones. Graffiti on signs should be removed with any of the following County approved solvents:
 - a. OFF-B Off-B, graffiti remover - liquid form
 - b. 3M™ Citrus Base Industrial Cleaner
 - c. State Chemical Graffiti Wipes
10. Train its personnel in proper graffiti removal techniques and provide corrective instruction to its personnel, if they are removing graffiti improperly. Additionally, Contractor will stay informed of new techniques of graffiti removal products and equipment.
11. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit.
12. Use appropriate Best Management Practices, including, but not limited to, drop cloths on all work sites to protect sidewalks, vegetation, etc., from paint spillage or overspray.
13. Obtain and retain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.
14. Place special emphasis on the assistance to Public Works with special requests (e.g., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any aspect of the reporting system or the Contractor reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

K. Contractor Supervision and Staffing Requirements

1. Contractor's daytime supervisor shall have a thorough knowledge of each zero-tolerance zone under their purview and shall speak and understand English.
2. In the event a crew could not be deployed, the Contractor shall immediately replace that crew to make sure that coverage is maintained.

3. Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.
4. The Contractor's supervisor shall provide a 24-hour emergency contact number.
5. All painters shall receive a minimum of one 8-hour workday training in the zero-tolerance zone assigned to them at the Contractor's expense and in accordance with the County's Living Wage Ordinance prior to providing billable services to the County.
6. Contractor shall provide the contact information of on-site personnel per zone so Graffiti Abatement may contact.
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 Program Manager.

L. Graffiti Removal Services

For graffiti removal from County owned property, the Contractor shall adhere to the following additional specifications:

1. Water-based and/or recycled paint shall be used.
2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water-based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint-over color shall match the wall color. Overspray on non-County owned or private property shall not be allowed.
3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. If wall has been previously painted, paint over with water-based paint. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.
4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white) depending on the original curb color and/or parking restrictions, as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines.

5. Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes. For vinyl fencing, contact Contract Monitor so they may obtain a "Consent and Release of Liability" from the owner/renter to proceed with graffiti removal. In this case chemical solvents or paint may to be utilized.
6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the zero-tolerance zone. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. If previously painted, Contractor shall paint with water-based paint mixed with sand. Please notify Public Works to prepare work area, to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule removal around hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti or paint-out is required. Contractor will place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.
7. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.
8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper or sticker signs and "slap tags" shall be removed.
9. Wooden Light Poles: All graffiti shall be painted over using a water-based paint to match the wood color. All paper, illegal signs, stickers and "slap tags" shall be removed.
10. Bus Stops: All graffiti shall be removed using a County approved solvents (see subparagraph J.9) on the plastic sides and sitting areas. The surfaces shall be washed.
11. Trees: Contractor must be responsible for removing graffiti reported or found on trees. Contractor shall paint over graffiti found on trees with a non-phytotoxic paint that is as diluted in water as possible. Paint to paint walls must never be used at all, as it might eventually kill the tree by

suffocating its trunk and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.

12. **Wooden Fencing:** All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered and Contractor believes that pressure washing may damage it, or if the fence has never been painted before, Contractor will contact Public Works to obtain "Consent and Release of Liability" from property owner prior to pressure washing.
13. **Brick Walls:** All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick faced wall, unless the brick wall has been previously painted. The Contractor shall color-match the paint to previous color using water-based paint.
14. **Metal Fencing (sheets):** All graffiti shall be painted over on metal fencing. The paint-over color shall match the surrounding part of the fence.
15. **Asphalt Concrete:** All graffiti on asphalt concrete shall be covered with asphalt paint mixed with sand. No pressure washing will be utilized.
16. **Glass Windows:** All graffiti on glass windows shall be removed by using a County approved graffiti removal spray on these transparent surfaces. Windows will be left clean.
17. **Metal Light or Traffic Poles:** All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.
18. **Electrical boxes, traffic control boxes, telecommunication boxes, etc (if they are sage green or beige)** paint over color matching entire box.

M. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of the facility rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for eating, coffee breaks, or any other reason; or use water, or electricity from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon others' lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Program Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold Public Works harmless from all claims for damages occasioned by such work activity, whether done in compliance with this Section and with permission or in violation of this Section without permission.

N. Additional Location(s)

1. Additional area(s) may be added during the Contract period. Prior to performing work in any additional area(s), within 24 hours after receiving an oral authorization, the Contractor shall prepare and submit a written quotation for any additional area(s), based on the rates quoted in Form PW-2, Schedule of Prices, using the geographical areas that most closely correspond to, or are adjacent to the additional area(s). No additional work shall commence without written authorization from the Contract Manager. The Contractor shall be paid for additional area(s) in accordance with the rates submitted in the Form PW-2, Schedule of Prices. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional area(s) may be added to the Contract by amendment or change order.
2. All additional area(s) provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

O. Utilities

Public Works will not provide utilities.

P. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

Q. Photography of Graffiti Vandalism

The Contractor's services shall include photography of all graffiti vandalism (tag) in Zone 4, Unincorporated County areas consisting of Hacienda Heights, Rowland Heights, and all unincorporated Whittier, using the Global Positioning System (GPS) Camera owned by the Los Angeles County. At the end of each work day, the Contractor shall upload the images to an electronic secure system for analysis by others. At the sole discretion of the County, the Photography services may be suspended by a 30 days written notice to the Contractor.

R. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

S. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at the various jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.
2. Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.
3. Contractor shall supply personnel with all applicable safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

T. Safety Standards

All Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested graffiti removal services for the County:

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.
2. Safety vests shall be worn at all times by those removing graffiti from any bridge, wall, etc. Safety goggles shall be worn by anyone operating water

blasting equipment, and only trained personnel shall be allowed to operate it.

3. Use of drugs or alcohol while performing these graffiti removal services is prohibited.
4. Paint brushes, rollers, or frames shall be washed in clean water and any excess paint shall be disposed of properly according to local, State, and Federal laws.

U. 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 hazards 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.

V. Responsibilities of Public Works

The Director, acting through the Program Manager or other designee, shall approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of the zero-tolerance zone to verify that the requested work has been completed according to these Specifications before payment will be authorized. Payment can and will be withheld if terms and conditions of this Contract are not met by the Contractor.

W. Best Management Practices (BMP)

BMP shall be defined as any program, technology, process, citing criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of stormwater. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available at: BMPLA.org <http://www.BMPLA.org>, or

Blue Print Service
1700 Jefferson Street
Oakland, CA 94612
Telephone (510) 287-5485 or Fax (510) 444-1262

The Contractor shall have one readily accessible copy of this publication on the project site at all times.

The Contractor shall implement the following BMPs for the prevention of stormwater pollution in conjunction with all its activities and construction operations:

CONTRACTOR ACTIVITIES

CA 3 Structure Construction and Painting

MATERIAL MANAGEMENT

CA 010 Material Delivery and Storage

CA 011 Material Use

CA 012 Spill Prevention and Control

WASTE MANAGEMENT

CA 020 Solid Waste Management

CA 021 Hazardous Waste Management

CA 024 Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

CA 030 Vehicle and Equipment Cleaning

CA 031 Vehicle and Equipment Fueling

CA 032 Vehicle and Equipment Maintenance

TRAINING

CA 040 Employee/Subcontractor Training

Additional BMPs may be required as a result of a change in actual field conditions, Contractor's activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The County will assess the Contractor with liquidated damages of \$1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the project and/or is otherwise in noncompliance with these provisions. In addition, the County will deduct from the final payment due the Contractor, the total amount of any fines levied on the County, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

X. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All

property damage resulting from the Contractor's operations shall be repaired within three days at the Contractor's expense and to the satisfaction of the Program Manager. All costs to the Contractor for protecting and restoring existing improvements shall be included in the Annual Price.

Y. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work. The County's inspection of the work shall not be considered an approval of the Contractor's safety measures. The Contractor shall be solely responsible for complying with all local, State, and Federal laws and regulations which are applicable to the work.

Z. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that graffiti removal services are provided in strict compliance with this Scope of Work. Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

The Contractor's Quality Control representatives will be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Program Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, and resolving quality control issues; and checklists or other documentation in support of Contractor's Quality Control function.

AA. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance of this Contract's tasks.
2. Failure to perform Contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor and impose liquidated damages immediately in the sums specified and deduct them from the next regularly scheduled payment to the Contractor.

3. Liquidated Damages for noncompliance with the Living Wage Program is indicate in Exhibit B, Section 9.G, Enforcement and Remedies.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
INSURANCE CERTIFICATIONS	CERTIFICATIONS SUBMITTED BEFORE IMPLEMENTATION OF CONTRACT AND ON A TIMELY BASIS THERE-AFTER.	0%	100% INSPECTION ON A PERIODIC BASIS.	ALL CONTRACT REMEDIES RESERVED.	ALL CONTRACT REMEDIES RESERVED.
EMPLOYEES WELL ORIENTED TO JOB	EMPLOYEES HAVE THOROUGH KNOWLEDGE OF SERVICE AREA AND ITS NEEDS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	5% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 FOR EACH EMPLOYEE NOT KNOWLEDGEABLE IN THE JOB REQUIREMENTS.
RESPOND TO COMPLAINTS, REQUESTS, AND DISCREPANCIES	RESPOND WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER COMPLAINT NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
REMOVE GRAFFITI	DAILY GRAFFITI REMOVED AND/OR PAINTED OVER (COLOR MATCHED) WITHIN 48 HOURS UPON NOTIFICATION MONDAY THROUGH SUNDAY.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER COMPLAINT NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REPORTING OF GRAFFITI REMOVED	GRAFFITI REQUESTS FOR REMOVAL CLOSED WITHIN 48 HOURS.	0%	100% INSPECTION BY RANDOM SAMPLING.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER EACH OCCURRENCE THAT GRAFFITI REMOVAL IS NOT REPORTED WITHIN 72 HOURS.

BB. Contractor Licensing

Contractor shall possess a valid and active C-33 State of California Contractor's License throughout the duration of this Contract. Failure to maintain a valid and active C-33 license may lead to Contract termination.

CC. Subcontracting

Subcontracting is prohibited.

DD. Murals

Public Works is committed to the preservation of registered murals. Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the Program Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch up," or "buff out" any murals unless advised by Public Works to do so.

EE. Proposed Monthly Price

All services required in this Exhibit A, Scope of Work shall be included in the monthly price quoted by the Contractor in Form PW-2, Schedule of Prices.

P:\aspub\CONTRACT\Scott\GRAFFITI-ZONES\2012\2012 RFP\01 RFP (PROP. A)\07 Exhibit A - Scope of Work.doc

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. 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, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

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

Agreement. The written, signed accord covering the performance of the requested service.

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments and change orders. 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, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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 authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

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

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

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

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

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.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. 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.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any

payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but

is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, 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.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The

"Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions 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 County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of

such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

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

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law,

Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under

this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While 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 Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

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

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income 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).

CC. Notices

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 with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
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 Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if 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.

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees,

in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference

shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County's sole discretion,

shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed subcontract.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. 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 Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice; and
 - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the

Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of 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 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 Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to

perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. 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.

B. Cooperation

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

C. Cooperation and Collateral Work

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.

D. 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 Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

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. 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.

G. 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 or providing services.

H. Labor Law Compliance

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, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. 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 and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to 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 County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
 - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall 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.

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

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

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts,

Elected Officials, Officers, Agents, Employees and Volunteers 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 Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by 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 Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the

insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

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

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and

scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.

15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

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

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, with limits of not less than:

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a

tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Contractor or that Contractor deduct 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 County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for 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 Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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 County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached 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 County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 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 County under this Contract. If Contractor uses any Subcontractor to perform services for 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 and a copy of the Living Wage Program shall be attached to the subcontract. "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 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 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. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage 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. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by 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 County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If 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 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), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, 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. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of 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 posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to 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, 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, 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 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 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 County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: 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, suspend or terminate this Contract.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, 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, 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. County may withhold said amount until Contractor has satisfied 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 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 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. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: 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, suspend or terminate this Contract.
3. Debarment: In the event Contractor breaches a requirement of this Section, 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, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

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 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 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 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 Living Wage Program to 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, suspend or terminate this Contract.

J. Contractor Standards

During the term of this 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 County, Contractor shall demonstrate to the satisfaction of 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 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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 Transitional Job Opportunity vendor.

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 Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, 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 the amount of not more than ten percent of the amount of this 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).

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. 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. 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 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 County any difference between this Contract amount and what County's costs would have been if this 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 this 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 Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

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 2011 are less than \$49,078 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 7, 2012.

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 from IRS.gov or by calling 1-800-829-3676.

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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 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 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

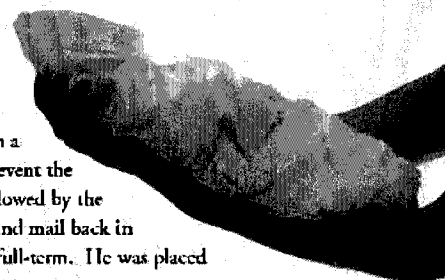
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

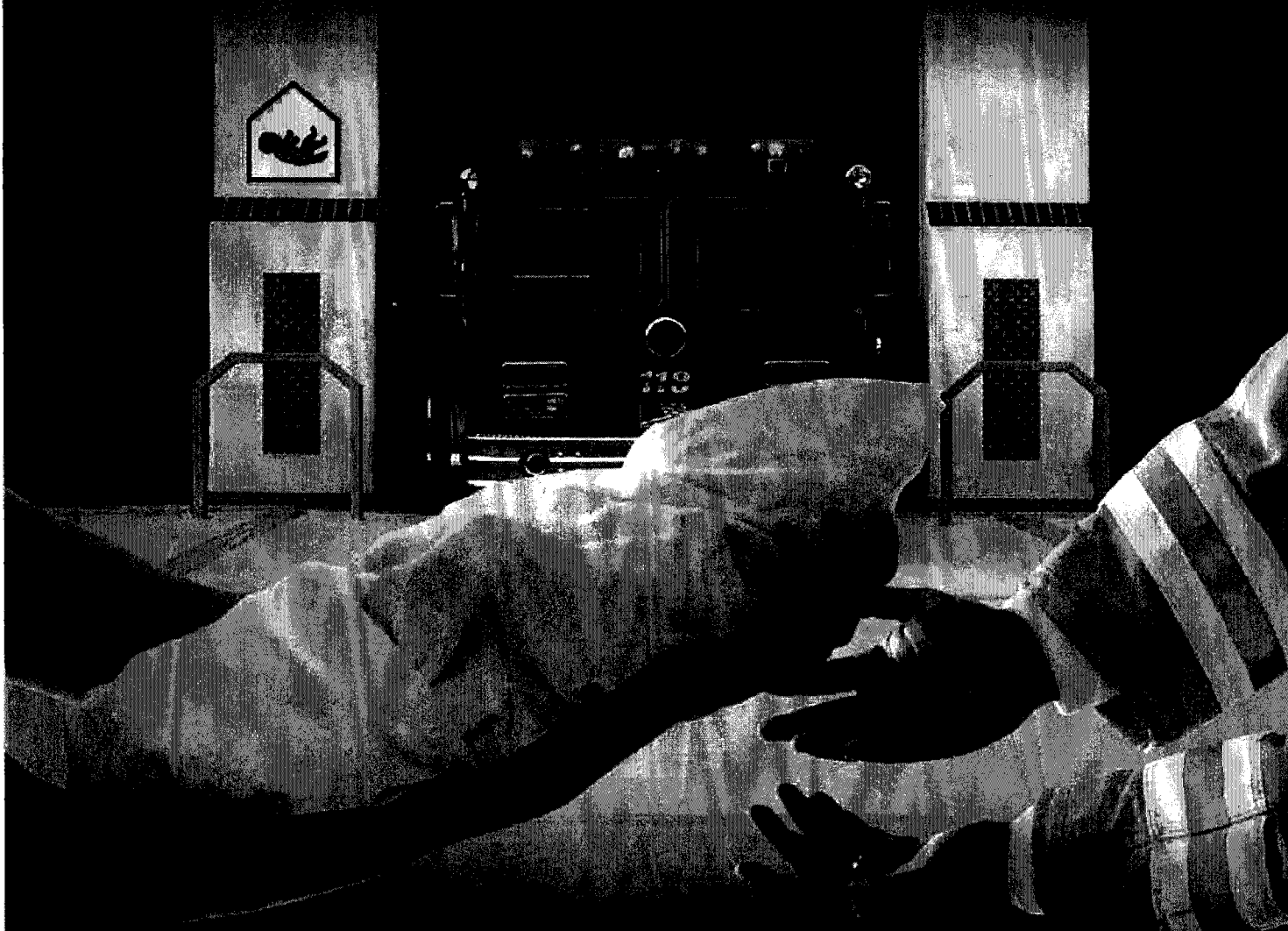
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

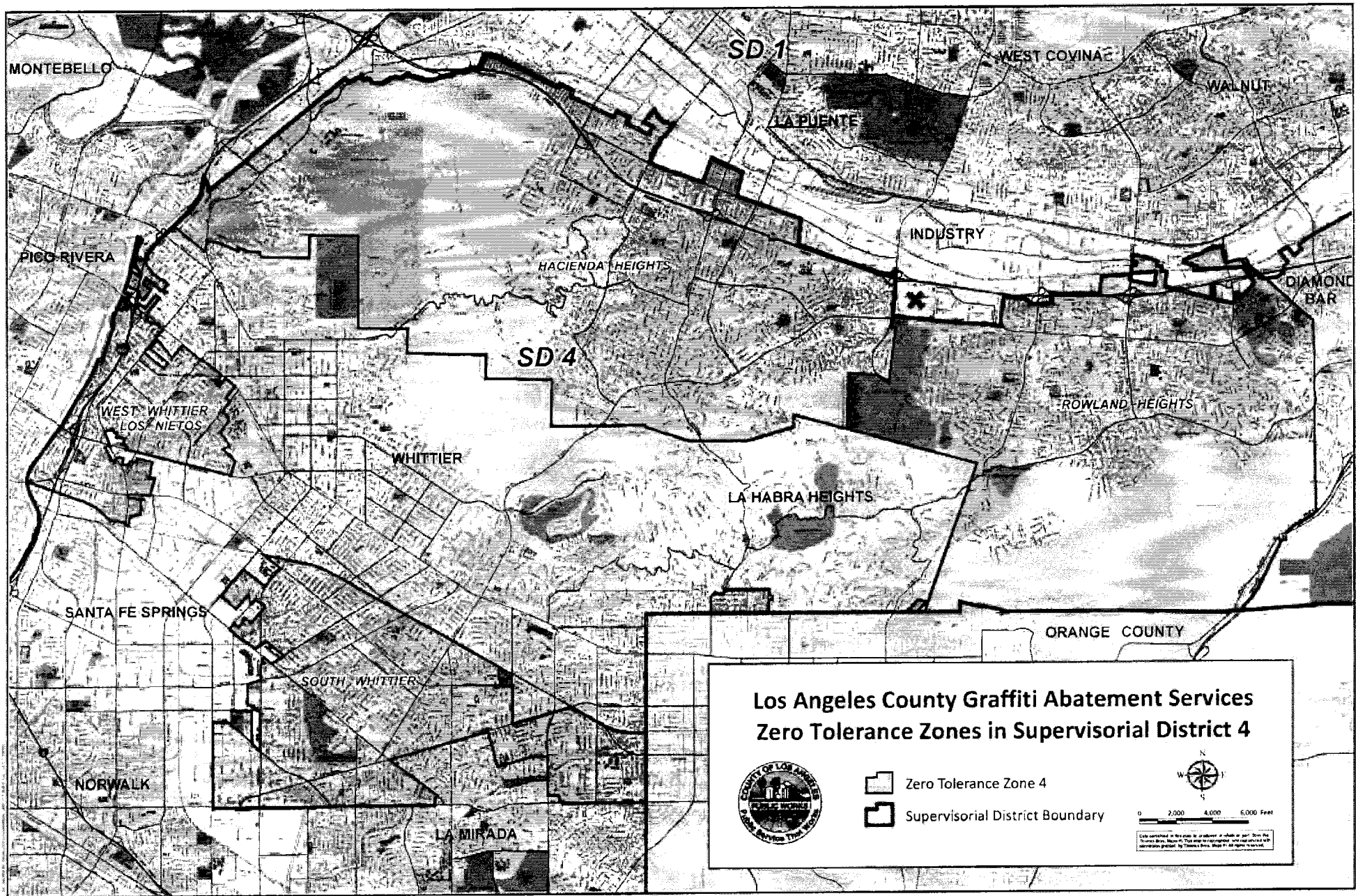
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)





**Zero Tolerance Graffiti Abatement Services Proposal
(2012-PA049)**

Gang Alternatives Program (GAP)
309 W. Opp Street
Wilmington, CA 90744

December 17, 2012

Toll Free: 1 (888) 293-9323
Direct: (310) 519-7233
Fax: (310) 519-8730

www.gangfree.org

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www.gangfree.org

Gang Alternatives Program (GAP)

309 W. Opp Street
Wilmington, CA 90744

888-293-9323

Letter of Transmittal

This proposal by the Gang Alternatives Program (GAP) made on this date, December 17, 2012 to the Los Angeles County Department of Public Works, in consideration for the sum indicated below, stipulates that GAP shall provide the following services seven days a week (Monday through Sunday).

The work to be performed under this contract consists of:

1. Remove all graffiti in the zero-tolerance zones (zone 4) patrol, do paint-out projects, and keep the area graffiti free.
2. Provide a minimum of five (4.5) crew(s) as follows according to the options requested by the County.
 - a. ZTZ 4, four (4) crews to focus solely on graffiti abatement.
 - b. ZTZ 4, one half time (.5) crew for management and pressure washing.
3. Be available Monday through Sunday to report and confer with respect to this graffiti removal service.
4. Respond to requests for graffiti removal via the Graffiti Abatement and Referral System within 48 hours.
5. Conduct paint-out projects as requested by the Graffiti Abatement Program Manager or designee.
6. Have a Field Supervisor available in the field to respond to the County Inspectors from 7:00 a.m. to 3:30 p.m. Monday through Sunday.
7. Remove vulgar and threatening graffiti within 24 hours, seven (7) days a week.
8. Respond to Graffiti Abatement Program Manager or designee concerning priority assignments, paint-out projects and color match corrective painting within 24 hours, seven (7) days a week.
9. Provide Public Works with work record reports no later than the 5th day of each month with a monthly invoice.
10. Remove graffiti from County Property with water-based and/or recycled paint at all times, and such types of surfaces (including but not limited to) wood, metal, signage, stucco brick, concrete block walls/concrete walls, grouted riprap, sidewalk surfaces, curb facing, chain link fencing, pedestrian bridges/underpasses, rock walls, concrete light poles, wooden light poles, bus stops, trees, wooden fencing, brick walls, metal fencing (sheets), asphalt concrete, glass windows and metal light or traffic poles.

The authorized representatives of the Gang Alternatives Program when dealing with the Los Angeles County Graffiti Removal for Zero-Tolerance Graffiti Abatement Services (2012-PA049) are as follows:

Douglas L. Semark, Ph.D., GAP Executive Director
309 W. Opp Street
Wilmington, CA 90744
Tel: (310) 519-7233
Alternate Tel: (310) 347-6410
dougsemark@gangfree.org



www.gangfree.org

Gang Alternatives Program (GAP)

309 W. Opp Street
Wilmington, CA 90744

888-293-9323

Juan Torres, MPA, Director of Administration

2555 Industry Way

Lynwood, CA 90262

Tel: (310) 519-7233

Alternative Tel: (213) 278-8828

juantorres@gangfree.org

Mario Martinez, Director of Community Clean Up

2555 Industry Way

Lynwood, CA 90262

Tel: (310) 519-7233

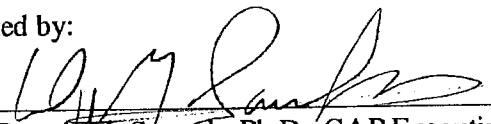
Alternate Tel: (213) 278-8820

mariomartinez@gangfree.org

1	Zone 4: Unincorporated County areas of Hacienda Heights; Rowland Heights; and South and West Whittier (Los Nietos)	\$265,742.76
2	Photography of Graffiti Vandalism (Graffiti Tracker): <i>(Per Exhibit A, Scope of Work, Section Q)</i>	\$2,000.00
Grand Total of Project for Zone 4 (Items 1 and 2) (1 Year)		\$267,742.80

Submitted by:

Signed


Douglas L. Semark, Ph.D., GAP Executive Director

12/14/12
Date

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: DEC 01 1993

HARBOR AREA GANG ALTERNATIVES
PROGRAM INC
638 S BEACON ST ROOM 305
SAN PEDRO, CA 90731-3350

Employer Identification Number:

Case Number:

953280019

Contact Person:

C. GULAPAN

Contact Telephone Number:

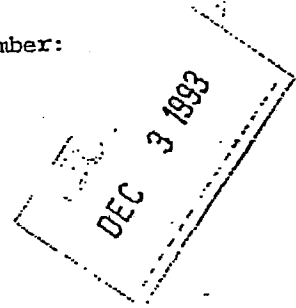
(213) 725-7002

Our Letter Dated:

May 2, 1989

Addendum Applies:

No



Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Richard R. Orosco
District Director

Letter 1050 (DO/CG)



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
P. O. BOX 651
SACRAMENTO, CA 95812-0651

April 28, 1989

In reply refer to
344:G :RK

HARBOR AREA GANG ALTERNATIVES PROGRAM
ROOM 305
638 S. BEACON ST.
SAN PEDRO CA 90731

Purpose : CHARITABLE/EDUCATIONAL
Code Section : 23701d
Form of Organization : Corporation
Accounting Period Ending: June 30
Organization Number : 1450074 HA6GA

You are exempt from state franchise or income tax under the section of the Revenue and Taxation Code indicated above.

This decision is based on information you submitted and assumes that your present operations continue unchanged or conform to those proposed in your application. Any change in operation, character, or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address must also be reported.

In the event of a change in relevant statutory, administrative, judicial case law, a change in federal interpretation of federal law in cases where our opinion is based upon such an interpretation, or a change in the material facts or circumstances relating to your application upon which this opinion is based, this opinion may no longer be applicable. It is your responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of Revenue and Taxation Code Section 21012(a)(2).

You may be required to file Form 199 (Exempt Organization Annual Information Return) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. Please see annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax

MAY 01 1989

April 28, 1989
HARBOR AREA GANG ALTERNATIVES PROGRAM
Corporate Number 1450074 HA6GA
Page 2

under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

Please note that an exemption from federal income or other taxes and other state taxes requires separate applications.

A copy of this letter has been sent to the Registry of Charitable Trusts.

A SCOTT/PTS
EXEMPT ORGANIZATION
GENERAL AUDIT
Telephone (916) 369-4171

EO :
cc: LARRY E. KURTZ

MAY 01 1989

G A P.



**State of California
Secretary of State**

N

12-114571

Statement of Information

(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

Filing Fee: \$20.00. If this is an amendment, see instructions.
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

SEP 12 2012

1. CORPORATE NAME
Harbor Area Gang Alternatives Program

2. CALIFORNIA CORPORATE NUMBER
C1450074

This Space for Filing Use Only

Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
309 W. Opp St.	Wilmington	CA	90744

4. MAILING ADDRESS OF THE CORPORATION	CITY	STATE	ZIP CODE
309 W. Opp St.	Wilmington	CA	90744

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Douglas Semark	309 W. Opp St.	Wilmington	CA	90744

6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Elise Swanson	309 W. Opp St.	Wilmington	CA	90744

7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Betsy Brien	309 W. Opp st.	Wilmington	CA	90744

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS

Douglas Semark

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
309 W. Opp St	Wilmington	CA	90744

Davis-Stirling Common Interest Development Act (California Civil Code section 1350, et seq.)

10. Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act.

NOTE: Corporations formed to manage a common interest development must also file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code section 1363.6. Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

9/4/2012

Juan Torres

Director of Administrat

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

HARBOR AREA GANG ALTERNATIVES PROGRAM

FILE NUMBER: C1450074
FORMATION DATE: 11/18/1988
TYPE: DOMESTIC NONPROFIT CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of July 26, 2012.

Debra Bowen

DEBRA BOWEN
Secretary of State

SAG

Background

The Gang Alternatives Program (GAP) is a 501(c)(3) non-profit organization founded in 1986. Our *vision* is to prevent young people from joining gangs, and our *mission* is to eliminate a base of gang membership by having a generation of young people say “no” to gangs, and “yes” to positive lifestyle choices. Preventing a youth from the dangers and influences of gangs and gang crimes can be the best investment to assist communities who are entitled to live a Gangfree Life®.

The GAP philosophy in its programming and services is holistic and centered around our *vision* to prevent young people from joining gangs. In 2000, GAP began to look at ways to develop and implement a comprehensive gang strategy in its organization. Today, GAP has successfully been providing the following core programs and services:

- My Gangfree Life® School based gang prevention curriculum for 2nd, 4th and 6th graders
- Court approved Parent Project® and Teen education programs
- Graffiti abatement and community beautification programs
- STEP UP! After school programs
- Summer Youth Employment Program (SYEP)

My Gangfree Life® School Based Gang Prevention Program for 2nd, 4th and 6th Graders

GAP's gang prevention program entitled My Gangfree Life®, which is a State of California *Principals of Learning* approved gang prevention program is targeted to 2nd, 4th and 6th grade students. My Gangfree Life® is based on the City of Paramount's Gang Resistance (G.R.I.P) model. According to the USDOJ, Office of Juvenile and Delinquency Prevention, the program model is touted as a “Best Practices” program, which is a nationwide comprehensive gang strategy to address community gang problems.

My Gangfree Life® program objectives are to serve 2nd, 4th and 6th grade students. Students pledge to be gangfree and graduate in a commencement ceremony at the culmination of our 8-week program. Our program also identifies students' current knowledge of gangs and gang violence before and after the program through our pre and post surveys. We also measure the success of the programs by our teacher evaluations at the end of the program, through a follow up survey.

Court approved Parent Project® and Teen Education Programs

GAP offers the Parent Project® and the Teen Project® in English and Spanish to help parents and families reconnect and form more wholesome domestic groupings.

Graffiti Abatement and Community Beautification Programs

Graffiti abatement is one of the core components of GAP's comprehensive gang prevention strategy. It addresses the requirement that in order for gang prevention to succeed a community must be seen to be *actively resisting* the influences of gang culture. GAP is in the neighborhoods on the street seven days a week, taking down graffiti and removing the signs of vandalism. This contributes to the comprehensive gang prevention model by providing behavior modeling, rehearsal and practice of skills, and use of cues to remind students to display a behavior.

STEP UP! After School Program

As an alternative to being alone, unsupervised, and on the streets after school, GAP offers its STEP UP! after school programs at four elementary schools. The students receive tutoring, homework assistance,

arts training, social development, and special enrichment activities. Students participate in physical activities and games that teach teamwork and rule-governed behavior. Currently, GAP enrolls over 500 students in its after school programs.

My Gangfree Life® Summer Youth Employment Program (SYEP)

In the summer, GAP facilitates a summer youth employment program. The program hires youths between 15 to 18, and provides the youths with responsible and meaningful work during the summer. Their job duties consist of community clean up projects, primarily weeding and planting projects. Youths also learn community pride and leadership skills by learning about their community and its needs. They learn that it is also their responsibility to keep their community clean. During the 8 week program, GAP also provides youths with over nine hours of workshops, consisting of the Do's and Don't of Interviewing, Resume Building and Managing Your Money courses.

GAP Experience

GAP is recognized as a 501(c)(3) nonprofit corporation by the Internal Revenue Service and is incorporated as the "Harbor Area Gang Alternatives Program" and "Gang Alternatives Program" private nonprofit corporation in the State of California. For more than 26 years, the Gang Alternatives Program (GAP) has provided gang prevention services, graffiti abatement and clean up services, a parent and teen education programs, and information and referral service to the City of Los Angeles and County of Los Angeles. GAP also provides programs in neighboring cities such as Carson, Gardena, Lomita, Lynwood, and South El Monte.

In 2001, the graffiti and clean up efforts were reorganized into the Community Clean Up (CCU) Department with its own manager, personnel, budget, offices and warehouse. In 2002, the CCU moved to a larger 6,000 square feet facility with offices, secured parking, storage room, and staging area for court referrals.

In 2003, CCU added graffiti abatement services for the Watts community and opened its Watts/Lynwood/Compton Service Center (WLCSC) and Warehouse. That same year, the organization added its first director positions in the Education and Community Clean Up Departments. The Director of Community Clean Up who holds a C-33 state contractor license, was instrumental in adding local management staff at the two warehouses.

Bulky items pickup for the communities of Harbor City, Harbor Gateway, San Pedro, Watts, and Wilmington was added in 2004.

In 2005, GAP added the county areas of Baldwin Hills, Del Aire, La Rambla, and Lennox to its graffiti abatement contracts. It also added the position of Assistant Director of Community Clean Up to provide additional oversight and supervision coverage.

In 2011, GAP moved its Boyle Heights operations into a new facility in East Los Angeles. This new facility is 2,500 square feet and offers corporate offices, meeting rooms, CCU offices, and storage space for a fleet of five trucks.

GAP will abate approximately 8 million square feet of graffiti this year in its current service areas, will conduct over 500 clean ups (31,500 bags) and will remove over a 5 million pounds of bulky items. It provides trash removal service in the business district of San Pedro. GAP's crew supervisors conduct thousands of hours of court referral supervision annually, and its management staff of four, administrative staff of five, and independent compliance officer provide logistical support and general oversight.

GAP works closely with the LAPD Harbor Division, LAPD Southwest Division, LAPD Hollenbeck Division and the Los Angeles Sheriff's Stations of Lomita, Lennox, Carson, and Compton. In addition, GAP coordinates services with LAPD Community Relations Department, Graffiti Task Forces and local Senior Lead Officers. GAP implements a Graffiti Tracker program and takes photographs of all graffiti vandalism (tags) and submits it to Graffiti Tracker, Inc., for analysis. Additionally, GAP works with the Los Angeles County Sheriff and Graffiti Tracker, Inc.

In addition anti-graffiti assemblies were conducted through the City of Los Angeles Educational Outreach Program of the Office of Community Beautification (OCB) in 200 elementary schools in Los

Angeles. GAP organizes school clean ups, community clean up events and parades, and promotes neighborhood pride at community meetings.

GAP has been honored by the City of Los Angeles Public Works for its work in the community. Former Mayor James Hahn honored the agency several times during his term, and LA County Supervisor Don Knabe honored and donated funds to GAP. GAP is also supported by Congresswoman Linda T. Sanchez, Congresswoman Janice Hahn, Former LA County Supervisor Yvonne B. Burke, LA County Supervisor Gloria Molina, Sheriff Leroy D. Baca, Chief of Police William Bratton, Office of Council District 15, LA Councilman Jose Huizar, and Mayor of Carson, Jim Dear.

GAP has been successful in graffiti abatement services for the last 26 years. For additional comments concerning GAP's effectiveness in the community, please feel free to contact the following individuals.

Congresswoman Janice Hahn, 36th District of California

Ms. Elise Swanson, District Director
140 West 6th Street
San Pedro, CA 90731
Tel: 310-831-1799
Email: Elise.Swanson@mail.house.gov

Los Angeles County Supervisor Don Knabe, Fourth District

Ms. Rebekah Kim, Field Deputy
505 S. Centre Street
San Pedro, CA 90731
Tel: (310) 519-6021
Email: rkim@lacbos.org

Los Angeles City Councilman Jose Huizar, CD 14

Ms. Jennifer Martinez, Area Director
1870 E. 1st Street
Los Angeles, CA 90033
Tel: (323) 526-3059
Email: Jennifer.Martinez@lacity.org

City of Los Angeles, CD 15

Mr. Jacob Haik, Area Director
200 N. Spring Street, Room 435
Los Angeles, CA 90012
Tel: 310-732-4515
Email: Jacob.Haik@lacity.org

City of Los Angeles, Board of Public Works, Office of Community Beautification

Mr. Paul Racs, Executive Director
200 N. Spring Street, #356
Los Angeles, CA 90012
Tel: (213) 978-0229
Email: Paul.Racs@lacity.org

Community Clean Up Staffing

Executive and Administrative Personnel

Douglas L. Semark, Ph.D., Executive Director

Executive Director Douglas L. Semark has been with GAP for over 12 years. He oversees four departments: Administration, Community Clean Up, the Learning Office, and the Executive Office. The organization currently has a total overall staff of 60 full and part time employees. He oversees a total operating budget of \$2.7 million dollars. Dr. Semark holds a Doctoral degree from Case Western Reserve University in Cleveland, Ohio, and has extensive experience and background in management, with over 30 year in nonprofit management and 13 years in for profit management. He is closely involved in overseeing the management and practices of the Community Clean Up operation. Dr. Semark facilitates the Junior Executive Program (JEP)¹ and Senior Executive Training Program (SETA) in collaboration with Executive Service Corp, (ESC)².

Juan Torres, MPA., Director of Administration

Juan Torres is responsible for all administrative procedures and for the organization. Torres has extensive experience in public administration and management and has over eight years of experience working in the Gang Alternatives Program (GAP). Prior to his position as Director of Administration, he was the former Associate Director of Community Clean Up. He is also an alumni of the Junior Executive Program (JEP) and Senior Executive Training Alliance (SETA). Torres holds a Bachelor's degree in Criminal Justice and a Master's degree in Public Administration from California State University, Long Beach.

Fatima Vanegas, Accounting Supervisor

Fatima Vanegas has been with GAP for over three years. Her primary responsibilities include reporting financial income and expenses, and she prepares the monthly expense accounts and payroll. She is an alumna of the Junior Executive Program (JEP). Vanegas holds her Bachelor of Science degree in Business Administration, with an emphasis in Accounting from California State University, Dominguez Hills.

Lee Harmon, Operations Coordinator

Lee Harmon has been with GAP for about six years. He is responsible for the coordination of operations and technology for the Gang Alternatives Program. He oversees all of GAP's technology services, purchasing, inventory, building maintenance and security. He is an alumni of the Junior Executive Program (JEP) and Senior Executive Training Alliance (SETA). Harmon is a Certified Technical Specialist in Apple Help Desk (10.4) and Apple Certified Technical Coordinator (10.4).

¹ GAP Junior Executive Program (JEP) is a first year, internal capacity building and management programs facilitated by Douglas L. Semark, Ph.D., and Executive Service Corp (ESC).

² GAP Senior Executive Training Alliance (SETA), is a graduated internal capacity building program and management program facilitated by Douglas L. Semark, Ph.D., GAP Executive Team and Executive Service Corp. (ESC).

Community Clean Up Program Personnel

Mario Martinez, Director of Community Clean Up

Mario Martinez has been responsible for the Community Clean Up Department for over 13 years. He holds a valid C-33 Contractor's License and has 14 years experience in graffiti removal, steam cleaning and maintenance. He is also knowledgeable in color matching, non-abrasive blasting, and sacrificial and non-sacrificial coatings. He is responsible for overseeing the Community Clean Up staff including scheduling of employees and all work procedures and safety protocols. He is also responsible for the maintenance of all vehicles and equipment used in the Community Clean Up Department. He is a facilitator of the Senior Executive Training Alliance (SETA) Program and holds his Bachelor of Science degree in Business Administration from California State University, Los Angeles.

Other Related CCU Employees

Assistant Manager, Ruben Ponce

Our Community Clean Up Manager has been with GAP for over seven years. He is primarily responsible for overseeing staff, maintaining equipment and graffiti removal. Ponce is also a graduate of the Junior Executive Program (JEP) and Senior Executive Training Alliance (SETA) Program.

Community Clean Up Coordinator, Veronica Roybal

Our Community Clean Up Coordinator has been with GAP for over eight years. She is responsible for gathering data on graffiti calls and reports, and dispatching crews to the proper locations.

Crew Supervisors

Crew Supervisors are responsible for the day-to-day operation of the Community Clean Up Department. They are each assigned a designated area to survey and remove graffiti in the appropriate manner. Each Crew Supervisor is trained and certified in the procedures such as high pressure washing, sand blasting, on site custom color maintenance and the application of coatings. All crew supervisors are high school graduates, hold valid California Driver's licenses and are subject to random drug testing, DMV checks, and criminal background checks. All Crew Supervisors must attend monthly safety trainings, submit monthly safety reports and adhere to the Standard Operating Procedures (SOP's).

Crew Supervisors:

Our Crew Supervisors are dedicated individuals who take pride in serving their communities. They are passionate, hard working and committed to the GAP mission and vision by removing graffiti in the neighborhoods where most of them live, work and play. They have extensive experience in graffiti abatement projects, and below is a list of GAP's crew supervisors with their years of experience.

Ruben Ponce (6 years)

Miguel Vargas (over 11 years)

Jose Delgado (7 years)

Carlos Guerra (8 years)

Osamaro Guillen (6 years)

Douglas Maye (10 years)

Mariano Santana (7 years)

Nelson Guillen (5 years)

Willie Streeter (10 years)

Ismeal Pineda (6 years)

Humberto Cervantes (5 years)

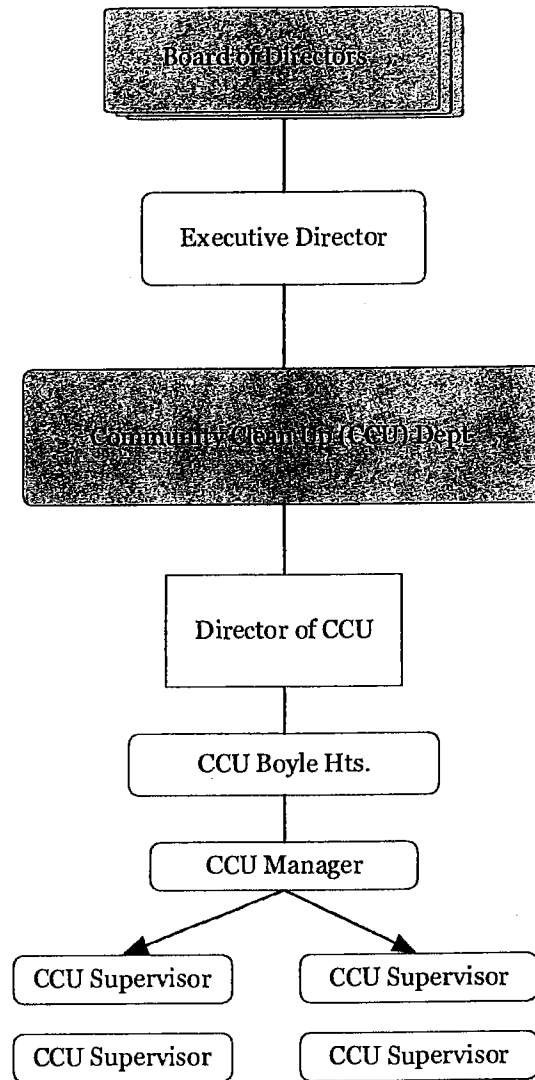
Brian Sanders (11 years)

Francisco Guillen (5 years)

Manuel Villerias (5 years)

GANG ALTERNATIVES PROGRAM 2012

Community Clean Up (CCU) Program



Douglas L. Semark, Ph.D.



dougsemark@mac.com

OVERVIEW

- Extensive CEO, administrative, and management expertise, including chief learning officer and executive director/CEO with international experience
- Experienced strategic planner and change manager
- Funding and budgeting expertise for organizational structures to \$40 million
- Firm commitment to nonprofit ideals and philosophy
- Broad experience in the wider nonprofit community
- Top level interpersonal, professional, presentation, and communication skills
- Specializations in child development, child/volunteer protection, volunteer training and certification, gang prevention, adult/parent training, community clean up and preservation, professional development, and diversity/equity training
- Proven, successful program creation, development, and implementation skills
- Technical proficiency in Macintosh, Windows, Novell, and Internet environments, including word processing, desktop publishing, spreadsheet, database, presentation, digital video, and telecom software

EXPERIENCE

Executive Director Gang Alternatives Program, Los Angeles, CA	2000–Present
National Executive Director/Chief Learning Officer American Youth Soccer Organization, Hawthorne, CA	1999–2000
Director of Education American Youth Soccer Organization, Hawthorne, CA	1996–1999
National Director of Officiating American Youth Soccer Organization, Hawthorne, CA	1993–1996
Manager Van Tuinen and Warners, Inc., Kalamazoo, MI	1985–1993
English Assistant Professor Western Michigan University, Kalamazoo, MI	1980–1984
English Instructor Kalamazoo Valley Community College, Kalamazoo, MI	1980
ESL Instructional Tutor, University Writing Center Case Western Reserve University, Cleveland, OH	1979

EDUCATION

PhD—English and Academic Study of Religion Case Western Reserve University, Cleveland, OH	1987
MA—English and Academic Study of Religion Western Michigan University, Kalamazoo, MI	1979
BA—English; Medieval Studies Western Michigan University, Kalamazoo, MI	1977

CERTIFICATIONS

Certified Facilitator: Imagine 21—Project LA The Pacific Institute Seattle, WA	
Certified Senior Grants Specialist The National Grant Writers Association Columbia, NC	
Certified Senior Trainer Parent Project, Inc. Ontario, CA	
Child Development Specialist University of Sheffield Sheffield, England, UK	
Certified Reader for Accreditation National Council for the Accreditation of Coaching Education Reston, VA	
Certified National Instructor: Coaching, Management, and Officiating American Youth Soccer organization Hawthorne, CA	
Certified Child and Volunteer Protection Advocate American Youth Soccer Organization Hawthorne, CA	

SERVICE AND ASSOCIATIONS

LAUSD Human Relations Council Los Angeles, CA, member	2007—Present
Harbor Gateway Gang Violence Task Force Los Angeles, CA, member	2007—Present
LA County Sheriff's Department Community Crime Committee Lomita Sheriff's Station, Lomita, CA, member	2007—Present

Harbor Area Youth and Family Collaborative Collaborative, Harbor City, Harbor Gateway, San Pedro, and Wilmington, CA, member/Facilitator	2006–Present
LA County Sheriff's Department Gang Intervention Committee Carson Sheriff's Station, Carson, CA, member	2005–Present
Multi Agency Graffiti Intervention Committee, LA County Department of Public Works, Alhambra, CA, member	2005–Present
Watts Gang Task Force, Watts/Los Angeles, CA, member	2005–Present
US Department of Justice Weed and Seed Steering Committee Los Angeles, CA, Board Member, Agency Representative	2004–Present
Project LA: Imagine 21, Los Angeles County, CA Facilitator, Presenter, Member	2003–Present
LA County Inter-Agency Gang Task Force, Los Angeles, CA Presenter, Resource Member for Regions 3, 8, and 11	2002–Present
National Grant Writers Association, Columbia, NC Member	2002–Present
Ken Aston.org, Long Beach, CA; London, Eng. Member, Honorary Life Achievement Member	2001–Present
Harbor Area Family Development Network, San Pedro, CA Administrative Board, Collaborative Member	2000–2006
National Council for Accreditation of Coaching Education, Washington, DC Steering Committee, Accreditation and Credential Reader	1999–Present
National Association for Sport and Physical Education Reston, VA, Member, workshop leader, member of National Coaching Congress	1996–Present
American Alliance for Health, Physical Education, Recreation, and Dance, Reston, VA, member, National Conference presenter	1996–Present
United States Amateur Soccer Association, Colorado Springs, CO Member, workshop leader, keynote speaker	1998–Present
Association for Supervision and Curriculum Development, Alexandria, VA Member	1994–Present
Nonprofit Risk Management Center, Washington, DC Member, workshop leader	1997–Present
National Association of Girls and Women in Sport, Reston, VA Member	1996–Present

American Youth Soccer Organization, Hawthorne, CA Multiple volunteer positions	1978–Present
Van Buren Society for Autistic Citizens, Lawrence, MI Co-Founder	1988–1993
Boy Scouts of America, Troop 197, Lawrence, MI Scoutmaster, Troop Committee President	1982–1992
Lawrence Public Schools, Lawrence, MI Secretary, Board of Education	1986–1990
Van Buren County Historical Society, Hartford, MI Vice President, Board of Trustees	1982–1991
Rural Arts Association, Lawrence, MI Member, Director	1981–1983

ACHIEVEMENTS AND AWARDS

- Ohio Interscholastic State Record for the 880 yard run
- Spring Arbor College Honors Scholarship
- Spring Arbor College Citizenship Award
- Spring Arbor College Track Achievement Award
- Southwestern Michigan College Road Runner Individual Championship Cross Country Award
- Western Michigan University Dean's List
- Western Michigan University Danforth Nominee
- Western Michigan University Cornelius Loewe Award for Excellence in the Academic Study of Religion
- Western Michigan University English Department: English Professor of the Year
- duPont Fellowship through the University of Virginia
- Case Western Reserve University David Hudson Fellowship
- Case Western Reserve University Graduate Alumni Award
- Boy Scouts of America Scouter's Key
- Boy Scouts of America Century Member
- Boy Scouts of America International Scouter Award
- Boy Scouts of America Buckskin Award
- Lawrence Public Schools Service Award
- Michigan Association of School Boards Distinguished Service Award
- American Youth Soccer Organization Founding Commissioner Award—Region 501

- American Youth Soccer Organization National Referee Commission Service Award
- American Youth Soccer Organization Section Eight Service Award
- American Youth Soccer Organization Section Six AYSO Team Award
- American Youth Soccer Organization Section Two Millennium Award
- American Youth Soccer Organization Section Twelve Service Award
- American Youth Soccer Organization Section One Volunteer of the Decade Award
- Ken Aston Referee Society Lifetime Achievement Award for Excellence in Football Refereeing
- City of Los Angeles Mayor's Award 2002
- City of Los Angeles Board of Public Works Community Improvement Award
- City of Los Angeles Council District 15 Community Service Award
- Gang Alternatives Program Mitch Maricich Award 2003
- Los Angeles County Board of Supervisors Community Service Award
- City of Los Angeles Council District 14 Community Service Award

Juan Carlos Torres

2555 Industry Way, Suite B
Lynwood, CA 90262
(323) 567-5188
juantorres@gangfree.org

Overview

- Fluent in speaking and writing English and Spanish
- Computer Literate in MS Office programs, Word, Power Point and Excel.
- Organizational, Leadership, Management and Coordinating Skills
- Excellent Teamwork and Collaborative Skills

Experience

Gang Alternatives Program (GAP), Director of Administration Wilmington, CA

2011 - Present

Responsible for the day-to-day operations in regards to administration. Responsibilities include supervise administrative personnel, Corporate filing systems and records, Human Resource compliance, preparation of reports, invoicing, track and control expenditures, tax filing, assist other departments in implementing policies and procedures, record keeping, payroll and support the Executive Director.

Gang Alternatives Program (GAP), Associate Director of Community Clean Up Wilmington, CA

200 - 2011

Oversee contract for the City of Los Angeles in doing graffiti abatement for Counsel District 14, and 15 and contract for the County of Los Angeles to do graffiti abatement for the city of Lennox, Baldwin Hills, Del Air and South Flood Channels. Help manage the Community Clean-Up Department, which consisted of 18 workers and 19 vehicles. Duties include making sure employees are on time, following policies and procedures pertaining to the organization and city, removing graffiti and doing clean ups, ordering supplies, inventory, vehicle maintenance, attend contractors meeting and making presentations to the public regarding our services and work closely with Office of Community Beautification, Counsel Office, and community organizations.

Gang Alternatives Program (GAP), Case Manager Wilmington, CA

2005 - 2005

Case Manage parents who attend Parent Project®. Work with parents and youth in making referrals, intakes, assessments, ongoing case supervision, data entry and attend case managers

meetings. Also in charge of conducting Parent Project ® classes in English and Spanish and Teen Project.

**Gang Alternatives Program (GAP), Educational Community Outreach Coordinator
Wilmington, CA
2005-2005**

Parent Project® Coordinator-. Work with schools throughout the County of Los Angeles in implementing and expanding the Parent Project® curriculum with parents of out-of-control adolescents. Responsibilities include: meeting with school administrators and community representatives in setting up schedules, teaching the 10-week curriculum, writing letters to courts and probation officers regarding clients and making referrals to other social service agencies. Teen Project®- Coordinated Teen Project with local High School. Six week program students has to attend in alternatives to being suspended and expelled. Responsible for implementing program, schedule time, making referrals and teaching class. Middle School Anti-Gang Program- Help in implementing an anti-gang curriculum in LAUSD middle schools. Responsibilities include meeting with administrators and teachers in presenting the program, training staff, scheduling and teaching the six week program with middle school students. Classroom Advisor- Work with 4th grade Elementary School students in teaching them a 12 week anti-gang curriculum that helps them stay away from gangs, drugs and violence.

**Robert F. Kennedy Institute of Community and Family Medicine, A.S.S. Coordinator and
Healthy Start Family Advocate
Wilmington, CA
200-2002**

Healthy Start Family Advocate- Responsibilities included completing intakes, assessments for at-risk youth, ongoing case supervision, referrals, tutoring, service plans, data entry, academic advising, drug advising, behavior modification, conducting home visits and liaison between schools and agency. Police & Agency and School for Safety Program (P.A.S.S) Coordinator- Creating, developing and implementing after school activities for at-risk students. Establishing a network with other agencies to help reduce violence among local schools by developing a strong collaborative effort among students, parents, community leaders, school representatives and law enforcement. Other responsibilities included scheduling after school activities, organize and facilitate meetings, assist with grant reporting and help implement counseling services.

**Educational Opportunity Program (EOP), California State University, Long Beach
Peer Advisor and Financial Aid Assistant
Wilmington, CA
1999 - 2001**

Peer Advisor-Academic advising for undergraduate students. Responsibilities included monitoring grades and classes with students, case planning and review major requirements, and developing re-

ports of students on academic probation and disqualification. Responsible for awareness of, and informing students about financial aid, university policies and procedures, and regulations that pertained to them. Provided students with proper referrals to different services on campus.

Financial Aid Assistant- Developing reports of students on probation and disqualification from financial aid. Assisted students in filling their FAFSA applications. Responsible for processing loans, directing short-term loan workshops, reviewing financial aid applications and approving book grants for college students.

ARO CQC Kiln
Wilmington, CA
1996-1996

Summer Youth Program- Assist office manager in doing clerical work, filing and answering phones. Other responsibilities included: inventory, painting, disposing hazardous materials and refinery maintenance.

Education

Masters of Science, Public Administration December 2009
California State University Long Beach, Long Beach, CA

Bachelor of Science, Criminal Justice August 2001
California State University, Dominguez Hills, Carson, CA

Awards

Robert F. Kennedy Institute, Mentor 2001-2002
Youth Forum on Violence Prevention 2001-2003
Raza Student Association, CSULB 1999-2001
Jenny Oropeza Christmas Toy Drive 2000
Los Angeles County Probation Department 1998- 1999

Lee Harmon

2555 Industry Way, Suite B
Lynwood, CA 90262
(323) 567-5188
leeharmon@gangfree.org

Overview

- Highly skilled in computers for office and managerial work.
- Certified Help Desk Specialist (10.4)
- Computer proficient in Microsoft Word, Excel, Access, Publisher, QuickBooks Pro, Windows 3.1 to Windows 7, and Mac OS X.

Experience

Gang Alternatives Program (GAP), Operations Coordinator

2011 - Present

Gang Alternatives Program (GAP), Technology and Infrastructure Specialist

2008 - 2011

Gang Alternatives Program (GAP), Bookkeeper/Network Administrator Wilmington, CA

2004 - 2008

Responsible for all Accounting duties associated with the administration of more than ten Restricted Fund Accounts. This included reporting to all Fund Grantors and the Treasurer of the Board of Directors of the current financial status of each Fund, Accounts Payable, Payroll processing, and some Human Resource duties.

In addition to these duties, Also act as the Network Administrator. In this capacity, responsible for the maintenance of all Technology Related Devices including servers, notebook computers, desktop computers, Networking Hardware, and Telephone Equipment. I have attended Apple Training classes and have received certification as an Apple Help Desk Specialist (10.4) and Apple Certified Technical Coordinator (10.4).

As Operations Coordinator, I am responsible for Technology Services, Purchasing, Inventory and Building Maintenance, and Security.

Java Lanes Bowling Center, Office Manager/Bookkeeper

Long Beach, CA

1997-2004

Responsible for daily reconciliation of sales, bank deposits, bank reconciliation, Accounts Payable and Accounts Receivable. In addition to these duties, I was also responsible for marketing and public relations duties

PLS Radio, Catholic Family Radio Networks, Board Operator

Garden Grove, CA

2002-2004

Duties include audio production, digital production, technical assistance, and maintenance of station logs and equipment during the live broadcasts. I have experience with live talk shows, sporting events, and pre-recorded live shows.

Orange County Bowling Association, Executive Director

Garden Grove, CA

1998-2001

I was selected by the Non-Profit Board of Directors of the Orange County Bowling Association to serve as Executive Director. In addition to my duties as Corporate Secretary of the Board, I also maintained the office with the assistance of clerical staff. This position required daily contact with all facets of the administration of the office. I was directly responsible for all bookkeeping, accounts payable, payroll, organization and conduction of monthly Board of Director meetings and the administration of several specific member benefit programs approved by the Board of Directors.

Citrus Belt Bowling Association, Assistant Executive Director

San Bernardino, CA

1997-1998

The Citrus Belt Bowling Association was looking for a person that had some experience in the bowling industry and was willing to wait for an opportunity to advance into an Executive Director position. At that time this was the perfect job that allowed me to fine tune my management skills and prepare for the Executive Director position in a larger area. I worked directly with the Executive Director to assist him in his duties very similar to those outlined above.

Long Beach Bowling Association, Executive Director

Long Beach, CA

1991-1997

The Long Beach Bowling Association was a very small Association and this was basically a part time position. This was however where I began my office experience. This position required that I run an office with no support staff whatsoever. This is the job that I learned among other things how to work with computers, ten-key by touch, typing skills, and basic accounting procedures.

Pacific Cal Bowl, Control Desk

Lakewood, CA

1991-1996

Responsibilities included the smooth operation of the bowling center counter and collection and accounting of league fees. This is largely a cashier position but requires some specialized training to operate different machines and computers necessary to operate the bowling center.

Emilio's Beverage Warehouse, Bellflower, CA

Bellflower, CA

1987-1989

This was my first job after leaving college. I began as a cashier and quickly gained more responsibility until I was promoted to Assistant Manager and then shortly thereafter was again promoted to General Manager.

Fatima Vanegas

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Lynwood, CA 90262
(323) 567-5188
leeharmon@gangfree.org

Overview

- Yardi, QuickBooks, Blackbaud, J.D. Edwards and PeopleSoft E-1.
- ADP Window 3.1 for payroll.
- Word and Excel.
- Highly Organized, detailed oriented and ability to handle multiple task.

Experience

Gang Alternatives Program (GAP), Accounting Supervisor Lynwood, CA

2011 - Present

Responsible for the operation accounting records: Cash receipts, expenditures, cash flow, payroll. Reconciles bank accounts and verify the bank balance with the general ledger. Prepares and executes appropriate bank transfers report to meet expense and payroll. Assists in the preparation of the annual working Budget. Preparation and entry of journal entries for A/P, A/R, payroll and general ledger computes systems. Assist Director of Administration with the monthly reports: P/L & B/S assist with Annual Audit.

Gang Alternatives Program (GAP), Bookkeeper Wilmington, CA

2008-2011

Full charge Accounts Payable; coding invoices and expenses. Weekly check run, check distribution and keep vendor files updated. Bi-Weekly Payroll Processing; Prepare and enter Manual Checks. Bank Reconciliation and Journal entries. Assist Director of Operation with monthly reports: Profit and Lost, Month end, year end and assist with Annual Audit.

Preservation Partners Property Management, Staff Accountant Manhattan Beach, CA

2007-2008

Responsible for A/P, A/R, bank reconciliation for eleven properties. Reviewing heavy volumes of batches to process weekly check runs. Process of monthly bank reconciliation and journal entry adjustment for financial statement. Printing reports: financial statement, Cash Flow report and Rent Roll. Maintain office files for Finance Department. Assists with the annual Internal Audit.

American Heart Association, Accountant Assistant Los Angeles, CA

2003-2007

Review and record Daily Deposits in accounting system. Process of the daily donation from credit card accounts. Preparation of the weekly cash receipts reports. Coding and record accounts payable batches. Process of monthly journal entries adjustment. Assists with the annual Internal Audit.

March of Dimes, Bookkeeper

Los Angeles, CA

200-2003

Responsible for invoice coding to process weekly batches. Processing heavy volume of vendor invoices. Ensure all expenses vouchers are accurate and properly coded. Review and record credit card accounts for monthly payments. Monthly journal entry adjustment.

The Sycamores, Accountable Payable Coordinator

Pasadena, CA

1996-2000

Responsible for full charges Accounts Payable. Processed heavy volumes of vendor invoices, matching and coding. Interface with all level of personnel and vendors inquire. Preparation of cash flow report. Preparation of 1099 report – full cycle.

Education

Bachelor of Science, Business Administration with emphasis in Accounting

California State University Dominguez Hills, Carson, CA

May 2002

Mario Martinez

309 W. Opp Street
Wilmington, CA 90744
(310) 519-7233
mariomartinez@gangfree.org

Overview

- Proficient in MS Office Programs, Word, Excel, Power Point
- Experience in Office Administration and Management
- C-33/D-38 Contractor's License

Experience

Gang Alternatives Program (GAP), Director of Community Clean Up Los Angeles, CA

1997-Present

Oversee the operations of three warehouses in different cities including managing 16+ employees. Control and forecast expenditures of a 1.5 million yearly budget, conduct monthly inventory, scheduling, and production reports. Assist writing proposals; obtain new contracts, new work planning and acquisition of new equipment, hiring, training, employee evaluation and serve as liaison between communities, government agencies, and law enforcement. Oversee the operations of the LA county flood control channels such as LA River, Dominguez Channel, San Gabriel River, and Benedict Channel.

Chicken Enterprises, Ltd. Gang Preventions Program Specialist Lynwood, CA

1986-1996

Manage and supervise four restaurants in several cities consisting of 16+ managers and their employees. Quality control, budgeting, inventory, scheduling, and reports. Assist with opening new stores, hiring process, job evaluations, and marketing

Education

Bachelor of Science, Business Administration
California State University Los Angeles, Los Angeles, CA

May 1998

Awards and Certifications

- Dean's list for three consecutive semesters
- City of Los Angeles Certificate for an outstanding citizen in volunteering great efforts to keep a clean community

Certified Contractor: C-33/D-38

Methodology and Implementation

Work Plan

ZTZ - Zone 4: Unincorporated County areas of Hacienda Heights, Rowland Heights, South and West Whittier (Los Nietos)

Proposed Price: \$267,742.80

General Statement

The Gang Alternatives Program (GAP) will be responsible for zero tolerance graffiti removal. As shown on exhibit F, GAP will use the Graffiti Abatement Referral System, to remove the graffiti in each of the zero tolerance graffiti abatement zones 4. Graffiti will be removed or painted over within 48 hours of notification. GAP will be available from 7:00 a.m. to 3:30 p.m. Monday through Sunday and have a Supervisor available on the field to respond to the County Inspectors during those times.

Scope of Work

GAP will remove and maintain graffiti-free areas within the specified Zero-Tolerance Graffiti Abatement Zones 4.

Areas to be addressed:

Private residential
Commercial
Industrial
Public property

GAP's Community Clean Up department (CCU) will provide a minimum of five (4.5) crew(s) for ZTZ 4: four (4) crews for maintaining zero tolerance zones and one half time (.5) crew for management and pressure washing.

Each crew will be overseen by the Director and Assistant Manager of Community Clean Up. All employees will be full time, either on a County contract, or a combination of a County contract and other contracts.

The crew(s) will maintain a zero-tolerance policy in accordance with the Contractor's Work Plan of Action/Approach as indicated in Exhibit A, Scope of Work. GAP shall,

1. Upon notification, remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross-outs) within 24 hours, seven days a week.
2. Respond to the Public Works Manager or designee concerning priority assignments, paint out projects, and color match corrective painting within 24 hours, seven days a week.
3. Remove graffiti within 48 hours upon notification, Monday through Sunday, in Zero-Tolerance Zones 4.

GAP crews will match all paints to existing colors to the satisfaction of the Program Manager or designee. GAP will repaint an area to best match the original or existing color of the surface, and graffiti shall be removed using new or recycled water-based paint. Crews will remove graffiti from all types of surfaces including paved access ways, wood, metal, stucco, brick, concrete, cinder blocks, sidewalks,

smooth concrete, rough routed rip rap, and various pavement surfaces using proper methods of covering or removal.

GAP crews will take every precaution to ensure the integrity of the surrounding areas. Drop cloths will be used so as not to accidentally spill paint on surrounding areas that do not contain graffiti, such as plants and sidewalks. GAP will be responsible for restoring areas damaged by its own negligence to their previous condition. GAP will not be responsible for normal wear and tear associated with the removal of graffiti from surfaces which have been properly abated.

GAP will furnish its crews with the proper equipment including brushes, rollers, spray guns, ladders, cloths, paint, solutions, drop cloths, brooms, dust pans, and plastic bags. GAP will train all employees in the proper care of equipment and the proper procedures for removal and painting over graffiti. All personnel will wear safety vests, and uniforms while in the public and while working. In addition, GAP crews will wear safety goggles and gloves to protect themselves from harmful chemicals and injury. Best Management Practices will be adhered to at all times in compliance with GAP's Standard Operating Procedures (SOP's).

GAP crews will be responsible for removing graffiti reported or found on County owned property. GAP understands that water-based and/or recycled paint shall be used on all county owned property.

Concrete Block Walls/Concrete Walls:

All graffiti shall be removed by either water blasting or sand blasting. If GAP will use paint, the color should match the wall color.

Sidewalk Surfaces:

GAP will remove graffiti from concrete sidewalks by using a water blasting machine and will not use paint on sidewalks. Sidewalks will be blocked off as needed to maintain public safety. Sidewalks will be dammed and blocked off so water and sand will be prevented from running off to storm drains.

Curb Facing:

GAP will remove all graffiti from painted curb surfaces, and will use the standard paint colors depending on the original curb color and/or parking restrictions. All non-painted curbs shall be painted using concrete color paint or cleaned with water blasting machines.

Chain Link Fencing:

GAP will paint all graffiti on pipes and fencing using a special color matching for the fence fabric and pipe color.

Pedestrian bridges/underpasses:

GAP shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the zero-tolerance zone. GAP will notify Public Works to prepare work area, to make it free of debris prior to removing graffiti. Pedestrian bridges will have a 72-hour turnaround time, and GAP shall schedule removal around hours that local schools in the area are in session.

Rock Walls:

On rock walls, GAP shall remove graffiti using only a water blasting machine. All paint shall be removed from rock surface and joints and match all other rock facings. GAP will not paint over rock

walls, unless surface has been previously painted. GAP will color match the paint to the previous color using water-based paints.

Wooden Light Poles:

GAP will remove graffiti from wooden light poles using a water based paint to match the wood color. All paint, paper stickers and "slap tags" such shall be removed.

Bus Stops:

GAP will remove all graffiti using County approved solvents such as:

- a. OFF-B, graffiti remover – liquid form
- b. 3M™ Citrus Base Industrial Cleaner
- c. State Chemical Graffiti Wipes

GAP shall remove graffiti on the plastic sides and sitting areas.

Trees:

GAP will remove graffiti reported or found on trees, and GAP shall paint over graffiti found on trees with non-phytotoxic paint that is diluted in water as much as possible. Whenever possible, less intrusive abatement methods will be practiced. Paint used on walls will never be used on trees.

Wooden Fencing:

GAP will paint over graffiti on wooden fencing using a water-based paint to match the color of the fencing. GAP crew supervisors shall feather paint to match the surrounding parts of the fencing. In any event that wood fencing is weathered and GAP crew supervisors are unable to color-match, GAP shall pressure wash the fencing.

Brick Walls:

GAP will remove graffiti from brick walls using a water blasting machine. If brick faced wall has been previously painted, GAP will color-match the paint to the previous color using a water-based paint.

Metal Fencing (sheets):

GAP will paint over graffiti painted on metal fencing. The paint over color will match the surrounding part of the fence.

Asphalt Concrete:

GAP will cover graffiti made on asphalt concrete with asphalt paint. GAP will not utilize any pressure washing.

Glass Windows:

GAP will remove all graffiti on glass windows, and it shall be removed by using County approved graffiti removal spray on these transparent surfaces. Windows will be left clean.

Metal Light or Traffic Poles:

GAP will remove all graffiti by appropriate means, and if paint will be used, GAP will color match previous paint.

Electrical, Traffic or Telecommunication Boxes:

GAP will paint over color matching entire box.

GAP crews will conduct all of their activities and operations within the confines of the facility rights of way in which graffiti will be removed. GAP crews at all times will not be allowed to use private property for eating, coffee breaks, or another reason without written permission from the owner.

GAP crews will perform the tasks necessary to complete the contract in a satisfactory, punctual and polite manner. Crews will use the appropriate tools, supplies, materials and equipment. All solvents used to clean will be approved by the County of Los Angeles and water for water blasting will be reclaimed and disposed of in the appropriate manner. GAP will dispose all debris in a legally established area appropriate for type of debris being disposed. GAP, at no such time will allow any debris to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

GAP Crews will be supervised by the CCU Assistant Manager, the CCU Director and the GAP Executive Director. The CCU Director will be available for emergencies 24 hours a day and will provide the Public Works Department with a cell phone number to call in case of emergencies.

GAP will not paint over or remove any murals found in the designated area. GAP understands that crews will not repair, remove, touch up, or buff out any murals unless specifically told to do so by the Department of Public Works. If there is any question regarding a mural, the CCU Director or Assistant Manager will contact the Contract Manager.

GAP at all times will enforce Best Management Practices (BMP), and will implement the recommended California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. Following BMPs for the prevention of storm water pollution in conjunction with all its activities and construction operations. GAP will have a readily accessible copy of this publication on the project sites at all times.

GAP will provide a Graffiti Tracker program and take photographs of all graffiti vandalism (tags) for submission to Graffiti Tracker, Inc., for analysis in Zone 4, consisting of Hacienda Heights, Rowland Heights, and South and West Whittier (Los Nietos). Additionally, GAP will use the Global Positioning System (GPS) provided by the Los Angeles County. GAP will upload images to a secure network system, with sole discretion provided by the County of Los Angeles. GAP will work with the Los Angeles County Sheriff and/or Graffiti Tracker, Inc.

Quality Assurance Program

The Assistant Manager, Director and Executive Director will be responsible for quality control, and will implement procedures for insuring that graffiti removal services are provided in strict compliance with the Scope of Work.

Department Vehicles and Office/Warehouse Locations:

GAP's fleet includes 17 pick up trucks, three vans, four cars, a three ton stake bed truck, and a large, self-contained diesel commercial truck. GAP's equipment also includes ten sprayers, four sand/water blasters, and 15 crews in the CCU Department. GAP has five locations: Both our main headquarters and learning office are located in Wilmington, and our warehouse is located in Los Angeles Harbor, an office and warehouse in Lynwood, and an office and warehouse in Boyle Heights of Los Angeles. All these locations have secure areas for the storage of paint, trucks, and equipment. In order to perform this contract, the Lynwood and Boyle Heights warehouses will be used.

Main Headquarters
309 W. Opp Street
Wilmington, CA. 90744

Wilmington Learning Office
1148 N. Avalon Blvd
Wilmington, CA 90744

Watts/Lynwood/Compton Service Center (WLCSC)
Offices and Warehouse
2555 Industry Way
Lynwood, CA 90262

Los Angeles Harbor Warehouse
231 N. Island Avenue
Wilmington, CA 90744

Boyle Heights Office and Warehouse
3515 Union Pacific Boulevard,
Los Angeles, CA 90022

Policies and Procedures:

Safety Trainings:

All Crew Supervisors receive ongoing training specific to their jobs and provide monthly safety trainings to all CCU staff. The trainings consist of topics such as (but not limited to):

- Safety procedures
- Employment issues
- Benefits and policies
- Ergonomics
- Best Management Practices (BMP)

All GAP Employees receive ongoing training specific to their job duties.

Inspection Fundamentals:

GAP enforces Standard Operating Procedures (SOPs) in all aspects of its work. This applies to adherence to the County's request in ensuring services are performed within the contracts requirements and recommendations. SOPs outline the required operations and quality levels, indicate GAP's inspections schedules, set methods in correcting deficiencies, detail supervision guidelines, and define how the inspections are performed. Full copies of GAP's SOPs are in the additional attachment section of this proposal.

Quality Control Documentation, Review and Reporting:

Invoicing and Accounting Procedures:

GAP Crew Supervisors maintain a log of all work performed. Log information includes square feet, paint color, address of the location and date and time the work was performed. Log information is also color coded by type of property and logged into our data base system. In addition, GAP will take before and after images of graffiti and will upload images to a secure network system, with sole discretion provided by the County of Los Angeles.

Communication:

GAP CCU Department Crew Supervisors and on-site personnel shall be adequately equipped with communication equipment such as smart phones with cameras, pagers and two-way radios to facilitate the work. The GAP CCU Department shall provide a 24-hour telephone number, a fax number and an email address to the Project Manager for ease of communications. Emergency calls for service must be answered within one hour during regular working hours and within two hours during after hours, weekends and holidays.

Murals:

The GAP CCU Department will work with the County Program Manager in any request from the public for removal of graffiti or removal of a temporary "memorial" mural.

Subcontractors

GAP will not use any subcontractors in the duration of this contract.

HARBOR AREA GANG ALTERNATIVES PROGRAM, INC.

General Information

Official Name of Agency

Harbor Area Gang Alternatives Program, Inc.

Type of Agency

Harbor Area Gang Alternatives Program, Inc. is a non-profit corporation

Location of Company Headquarters

309 W. Opp Street
Wilmington, California 90744
(310) 519-7233

Name and Address of Principal Officer

Douglas L. Semark
Executive Director
309 W. Opp Street
Wilmington, California 90744

This Examination Covers

July 1, 2010 through June 30, 2011

Scheduled Hours of the Administrative Offices

8:00 a.m. - 4:30 p.m. (M-Fri.)

Counties Served

Graffiti Removal Program
Gang Prevention Program

HARBOR AREA GANG ALTERNATIVES PROGRAM, INC.

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State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **838767**

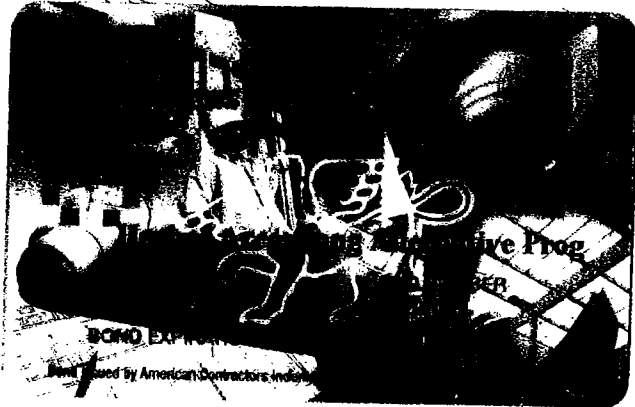
Entity **CORP**

Business Name **HARBOR AREA GANG
ALTERNATIVES PROGRAM DBA
GANG ALTERNATIVE PROGRAM**

Classification(s) **C33 C61/D38**

Expiration Date **05/31/2014**

www.cslb.ca.gov





NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA
 P.O. Box 8507, Santa Cruz, CA 95061
 P: (800) 359-6422
 F: (831) 459-0853



**NONPROFITS OWN
 COMMERCIAL LINES COMMON POLICY DECLARATIONS**

PRODUCER: **Gaudet Insurance Agency**
 1611 S. Pacific Coast Hwy #302
 Redondo Beach, CA 90277

POLICY NUMBER: **2012-00284- NPO**
 RENEWAL OF NUMBER: **2011-00284- NPO**

NAME OF INSURED AND MAILING ADDRESS:
 Harbor Area Gang Alternatives
 309 W. Opp Street
 Wilmington, CA 90744

POLICY PERIOD: FROM **07/01/2012** TO **07/01/2013**
 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Youth development

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
 POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THESE PREMIUMS MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE	\$4,627
COMMERCIAL AUTO LIABILITY COVERAGE PART	\$32,572
COMMERCIAL AUTO PHYSICAL DAMAGE COVERAGE PART	\$16,408
IMPROPER SEXUAL CONDUCT COVERAGE PART	\$1,300
COMMERCIAL LIQUOR LIABILITY COVERAGE PART	INCLUDED
TERRORISM COVERAGE (Certified Acts)	Not Covered
TOTAL:	\$54,907

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT TIME OF ISSUE:*

- | | | | | | | |
|-------------------|-----------------|-----------------|-----------------|-----------------|--------------------|-------------------|
| CG 00 01 07 98, | CG 00 33 01 96, | CG 20 10 07 04, | CG 20 11 01 98, | CG 20 12 07 98, | CG 20 18 11 85, | CG 20 20 11 85, |
| CG 20 26 07 04, | CG 20 34 07 04, | CG 20 37 07 04, | CG 21 18 07 98, | CG 21 73 01 08, | CG 22 44 11 85, | CG 22 71 11 85, |
| CG 24 07 11 85, | CG 25 04 11 85, | CG 77 94 04 93, | IL 00 17 11 98, | IL 02 70 11 04, | NIAC-AL-NPO | NIAC-E11 07 92, |
| NIAC-E12 05 92, | NIAC-E15 02 09, | NIAC-E22 08 95, | NIAC-E25 01 98, | NIAC-E28 01 99, | NIAC-E29 12 09, | NIAC-E3 01 99, |
| NIAC-E30 4-00, | NIAC-E33 01 02, | NIAC-E42 07 06, | NIAC-E52 09 11, | NIAC-E56 02 12, | NIAC-E60 07 12, | NIAC-E7 10 04, |
| NIAC-GL-NPO | NIAC-LL-NPO | NIAC-SC-NPO | NIAC-X1 08 02, | NPO-001 04 09, | SCHEDULE BA 01 80, | SCHEDULE G 01 80, |
| SCHEDULE L 01 80, | | | | | | |

APPLICABLE FORMS AND ENDORSEMENTS IF SHOWN IN
 SPECIFIC COVERAGE PART / COVERAGE FORM DECLARATIONS.

COUNTERSIGNED: 06/29/2012

BY *Pamela C. D.*
 (AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S)
 AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



P.O. Box 8507, Santa Cruz, CA 95061
 P: (800) 359-6422
 F: (831) 459-0853



**COMMERCIAL GENERAL LIABILITY
 EXTENSION OF DECLARATIONS**

Schedule G
 Page 1

POLICY NUMBER: 2012-00284-NPO
NAME OF INSURED: Harbor Area Gang Alternatives

<u>PREMISES CODE/CLASS</u>	<u>*LOC</u>	<u>PREMIUM BASIS</u>	<u>RATE</u>	<u>*ADVANCED PREMIUM</u>
47366/Sales, Service or Consulting Organizations - NOC - includes products and/or completed operations	1	175,000	5.907	\$1,034
67513/Schools - NOC - NFP	1	1,900	537.251	\$1,021
68707/Warehouses - private - NFP	2	6,000	109.865	\$659
61227/Buildings or Premises - office - NFP	3	1,000	436.642	\$437
68707/Warehouses - private - NFP	3	7,500	109.865	\$824
68707/Warehouses - private - NFP	4	3,200	109.865	\$352

ADDITIONAL COVERAGES

Activities/Field Trips:

Event #	# of people	Description	
1	200	March	March Fundraiser \$100
2	100	November	November Fundraiser \$50
Increased Aggregate			\$150

^e Common Declarations for Total Advanced Premium and Schedule 'L' for locations.

COUNTERSIGNED: 06/29/2012
 NIAC - SCHEDULE G - NPO

BY *Pamela C. D.*
 (AUTHORIZED REPRESENTATIVE)

(00384)



P.O. Box 8507, Santa Cruz, CA 95061
P: (800) 359-6422
F: (831) 459-0853



**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

Schedule L
Page 1

POLICY NUMBER: 2012-00284-NPO

NAME OF INSURED: Harbor Area Gang Alternatives

<u>PREMISES LOC/BLDG</u>	<u>DESIGNATED PREMISES ADDRESS, CITY, STATE, ZIP</u>	<u>ADDITIONAL INSURED AND OTHER INTERESTS</u>
1	309 Opp Street Wilmington, CA 90744	
2	231 N. Island Ave. Wilmington, CA 90744	
3	2555 Industry Way Ste. A & B Lynwood, CA 90262	
4	3513 Union Pacific Ave. Los Angeles, CA 90023	

COUNTERSIGNED: 06/29/2012
NIAC - SCHEDULE L - NPO

BY

Panel C. D.

(AUTHORIZED REPRESENTATIVE)

(00384)



NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA
P.O. Box 8507, Santa Cruz, CA 95061

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

(00284)

COMPANY: Nonprofits' Insurance Alliance of California

POLICY NUMBER: 2012-00284-NPO

NAMED INSURED: Harbor Area Gang Alternatives

POLICY CHANGE EFFECTIVE: 11/21/2012

COVERAGE PART AFFECTED: IMPROPER SEXUAL CONDUCT

POLICY CHANGE#: 3

In consideration of an additional premium:
Improper Sexual Conduct Coverage part is hereby amended as follows:

LIMITS OF COVERAGE:	
GENERAL AGGREGATE LIMIT.....	\$ 1,000,000
EACH CLAIM LIMIT.....	\$ 1,000,000

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM:	\$1,338
RETURN PREMIUM:	\$0
TOTAL PREMIUM:	\$1,338

Panel C. R.

AUTHORIZED SIGNATURE

11/21/2012

(00384)



NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA
P.O. Box 8507, Santa Cruz, CA 95061

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits' Insurance Alliance of California (00284)
POLICY NUMBER: 2012-00284-NPO
NAMED INSURED: Harbor Area Gang Alternatives

POLICY CHANGE EFFECTIVE: 11/09/2012
COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY
POLICY CHANGE#: 2

In consideration of an additional premium:

Social Service Professional Liability Coverage is hereby added to the policy per the attached NIAC-E32. Endorsement CG 22 44 is hereby deleted from the policy.

SOCIAL SERVICE PROFESSIONAL LIABILITY

GENERAL AGGREGATE LIMIT.....	2,000,000
EACH OCCURRENCE LIMIT.....	1,000,000

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM:	\$1,253
RETURN PREMIUM:	\$0
TOTAL PREMIUM:	\$1,253

Pamela C. Q.

11/12/2012

AUTHORIZED SIGNATURE

(00384)



NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA
 P.O. Box 8507, Santa Cruz, CA 95061

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits' Insurance Alliance of California (00284)

POLICY NUMBER: 2012-00284-NPO

NAMED INSURED: Harbor Area Gang Alternatives

POLICY CHANGE EFFECTIVE: 11/01/2012

COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY

POLICY CHANGE#: 1

In consideration of an additional premium, the following location(s) are hereby added to the policy:

	<u>Class Code</u>	<u>Address</u>	<u>Premium Basis</u>	<u>Pro-Rated</u>	<u>Annual</u>
Loc #5	61227	1148 M. Avalon Blvd. Wilmington, CA 90744	3,099	\$897	\$1,353

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM: \$897
 RETURN PREMIUM: \$0
 TOTAL PREMIUM: \$897

AUTHORIZED SIGNATURE

11/01/2012

(00384)

VERIFICATION OF PROPOSAL

DATE: 12-17, 2012		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: <u>Zero-Tolerance Grants Abatement Services</u>			
DECLARANT INFORMATION			
3. Name Of declarant: <u>Douglas Semark</u>			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: <u>Executive Director</u>			
PROPOSER INFORMATION			
6. Proposer's full legal name: <u>Harbor Area Gang Alternatives Program</u>		Telephone No.: <u>(310) 519-7233</u>	
Physical Address (NO P.O. BOX): <u>309 W. OPP ST Wilmington, CA 90744</u>		Mobile No.: <u>(310) 347-6410</u>	
e-mail: <u>dougsemark@gangfree.org</u>		Fax No.: <u>(310) 519-8730</u>	
County WebVen No.: <u>51714301</u>	IRS No.: [REDACTED]	Business License No.: <u>C1450074</u>	
7. Proposer's fictitious business name(s) or dba(s) (if any): <u>Gang Alternatives Program</u>			
County(s) of Registration: <u>Los Angeles</u>		State: <u>CA</u>	Year(s) became DBA: <u>1986</u>
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor: _____		
<input type="checkbox"/> A corporation:	Corporation's principal place of business: _____		
	State of incorporation: _____	Year incorporated: _____	
<input checked="" type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO: <u>Doug Semark</u>		
	Secretary: <u>Elise Swanson</u>		
<input type="checkbox"/> A general partnership:	Names of partners: _____		
<input type="checkbox"/> A limited partnership:	Name of general partner: _____		
<input type="checkbox"/> A joint venture of:	Names of joint venturers: _____		
<input type="checkbox"/> A limited liability company:	Name of managing member: _____		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, please list the other name(s): Name(s): <u>Gang Alternatives Program</u> Year of name change: <u>ongoing</u> Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: <u>12/14/12</u>
Type name and title: <u>DOUGLAS L. SEMARK, EXECUTIVE DIRECTOR</u>			

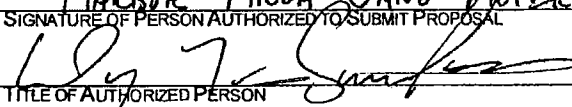
SCHEDULE OF PRICES

FOR

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 4
(2012-PA049)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

	DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
1.	ZONE 4 – Hacienda Heights, Rowland Heights, and South and West Whittier (Los Nietos)	\$ <u>22,145.23</u>	\$ <u>265,742.76</u>
2.	Photography of Graffiti Vandalism - (Graffiti Tracker) (Per Exhibit A, Scope of Work, Section Q)	\$ <u>166.67</u>	\$ <u>2000.04</u>
TOTAL PROPOSED ANNUAL PRICE FOR (ITEMS 1 AND 2) =			\$ <u>267,742.80</u> ^{742.80} 267,742.80

LEGAL NAME OF PROPOSER HARBOR AREA GANG ALTERNATIVES PROGRAM		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON EXECUTIVE DIRECTOR		
DATE 12/14/12	STATE CONTRACTOR'S LICENSE NUMBER 838767	LICENSE TYPE C33 C61/D38
PROPOSER'S ADDRESS: 309 W. OPP ST WILMINGTON, CA 90744		
PHONE (310) 519-7233	FACSIMILE (310) 519-8730	E-MAIL dougsemark@gangfree.org

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

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Harbor Area Gang Alternatives Program		
Company Address: 309 W. 0pp St.		
City: Wilmington	State: CA	Zip Code: 90744
Telephone Number: (310) 519-7233		
(Type of Goods or Services): Graffiti Removal		

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

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

My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

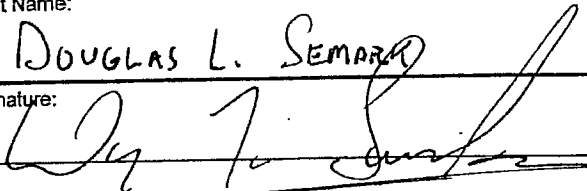
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. ATTACH THE AGREEMENT.

Part II: Certification of Compliance

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

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

Print Name: DOUGLAS L. SEMAR	Title: Executive Director
Signature: 	Date: 12/14/12

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Zero-Tolerance Graffiti Abatement Services
 SERVICE BY PROPOSER Harbor Area Gang Alternatives Program
 PROPOSAL DATE: 12-17-12

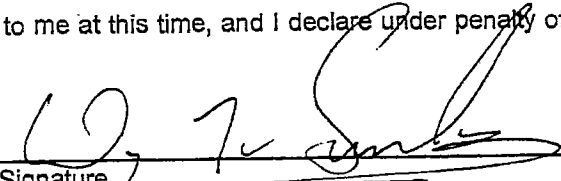
This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2007	2008	2009	2010	2011	Total	Current Year to Date
1. Number of contracts.	9	9	8	9	12	47	17
2. Total dollar amount of Contracts (in thousands of dollars).	1.9	2.5	2.2	2.2	2.3	11.1	\$1,994,559.56
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	1	0	0	1	2	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	20	0	0	1	21	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

DOUGLAS L. SEMARK
 Name of Proposer or Authorized Agent (print)


 Signature

12/14/12
 Date

CONFLICT OF INTEREST CERTIFICATION

I, Douglas Semark

- sole owner
 general partner
 managing member
 President, Secretary, or other proper title) Executive Director

of Harbor Area Gang Alternatives Program
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

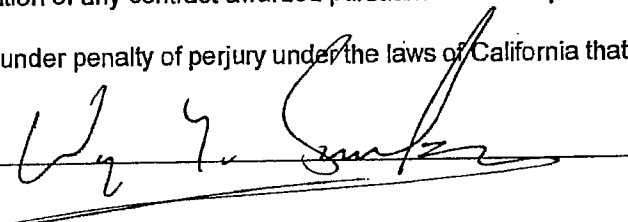
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed


Date 12/14/12

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Harbor Area Gang Alternatives Program

PROPOSED CONTRACT FOR: Zero-Tolerance Graffiti Abatement Services

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Graffiti Removal	SERVICE DATES: 2007-Present
DEPT/DISTRICT: L.A County Public Works	
CONTACT: Ari Telias	
TELEPHONE: (626) 458-4062	
FAX:	
E-MAIL: atelias@dpw.lacounty.gov	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: After School Program	SERVICE DATES: 2006-Present
AGENCY/FIRM: Los Angeles Unified School District / Beyond the Bell	
ADDRESS: 333 S. Beverly Ave 28th Floor Los Angeles, CA	
CONTACT: Harry Talbot	
TELEPHONE: (310) 515-3010	
FAX:	
E-MAIL: HarryTalbot@lausd.net	

SERVICE: Gang Prevention	SERVICE DATES: 1999-Present
AGENCY/FIRM: City of Carson	
ADDRESS: 1 Civic Plaza, Suite 500 Carson, CA 90735	
CONTACT: Keith Bennett	
TELEPHONE: (310) 830-7600 ext. 1319	
FAX: (310) 835-5749	
E-MAIL: kbennett@carson.ca.us	

SERVICE: Graffiti Removal	SERVICE DATES: 1986-Present
AGENCY/FIRM: City of Los Angeles, Dept of Public Works, OCB Dept.	
ADDRESS: 200 N. Spring St. Rm 356 Los Angeles, CA 90012	
CONTACT: Paul Racs	
TELEPHONE: (213) 978-0229	
FAX: (213) 978-0241	
E-MAIL: Paulracs@lacity.org	

SERVICE: Gang Prevention Bulky Item Pick-up	SERVICE DATES: 1987-Present
AGENCY/FIRM: City of Los Angeles Community Plan Development Dept.	
ADDRESS: 638 S. Beacon St Suite 327 San Pedro, CA 90731	
CONTACT: Adrian Veliz	
TELEPHONE: (310) 732-4657	
FAX:	
E-MAIL: adrian.veliz@lacity.org	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Harbor Area Gang Alternatives Program

PROPOSED CONTRACT FOR: Zero-Tolerance Graffiti Abatement Services

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: <u>Bulky Item</u>	SERVICE DATES: <u>7/2011-6/2012</u>
AGENCY/FIRM: <u>City of Los Angeles Council District 15</u>	
ADDRESS: <u>Administrative Service Division 200 N. Spring St. Rm 224 L.A., CA 90012</u>	
CONTACT: <u>Donna Vong</u>	
TELEPHONE: <u>(213) 978-1086</u>	
FAX: <u>(213) 978-1089</u>	
E-MAIL: <u>donna.vong@lacity.org</u>	

SERVICE: <u>Gang Prevention</u>	SERVICE DATES: <u>4/12 - 4/13</u>
AGENCY/FIRM: <u>Kaiser Permanente</u>	
ADDRESS: <u>9353 Imperial Highway Powney, CA 90241</u>	
CONTACT: <u>Sheri Bathurst</u>	
TELEPHONE: <u>(562) 657-4450 ext. 8327</u>	
FAX: <u>(562) 657-4455</u>	
E-MAIL: <u>Sheri.D.Bathurst@kp.org</u>	

SERVICE: <u>Health Education</u>	SERVICE DATES: <u>9/2011 - 9/2012</u>
AGENCY/FIRM: <u>UCLA Cancer Prevention & Control Research</u>	
ADDRESS: <u>650 Charles Young Drive South, Rm A2-125 CHS Box 956900 L.A., CA 90095</u>	
CONTACT: <u>Joyce Jones Guinyard</u>	
TELEPHONE: <u>(310) 267-0965</u>	
FAX: <u>(310) 206-3566</u>	
E-MAIL: <u>joyce.guinyard@ucla.edu</u>	

SERVICE: <u>Case Management/Referrals</u>	SERVICE DATES: <u>8/2011 - 6/2012</u>
AGENCY/FIRM: <u>LAUSD Healthy Start Contract Administration Branch</u>	
ADDRESS: <u>333 S. Beaudry Ave 22nd Floor Los Angeles, CA 90017</u>	
CONTACT:	
TELEPHONE: <u>(213) 241-3561</u>	
FAX: <u>(213) 241-5845</u>	
E-MAIL:	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Harbor Area Gang Alternatives Program

PROPOSED CONTRACT FOR: Zero-tolerance Graffiti Abatement Services

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
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SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Parent Education	SERVICE DATES: 2006- Present
AGENCY/FIRM: Toberman Neighborhood Center, Inc	
ADDRESS: 131 W. Grand Ave. San Pedro, CA 90731	
CONTACT: Ashley Ayala, MSW	
TELEPHONE: (310) 832-1145 x 120	
FAX:	
E-MAIL: aayala@toberman.org	

SERVICE: water & Power conservation	SERVICE DATES: 5/2011 - 5/2012
AGENCY/FIRM: Los Angeles Department of water and Power	
ADDRESS: 111 N. Hope St. Rm 1057 Los Angeles, CA 90012	
CONTACT: Craig Tranby	
TELEPHONE: (213) 367-2795	
FAX: (213) 367-4990	
E-MAIL: Craig.tranby@ladwp.com	

SERVICE: Gang Prevention	SERVICE DATES: 3/2011 - Present
AGENCY/FIRM: OFFICE OF Juvenile Justice and Delinquency Prevention	
ADDRESS:	
CONTACT: Stephanie Rapp	
TELEPHONE: (202) 514-9123	
FAX:	
E-MAIL: stephanie.rapp@doj.gov	

SERVICE: Gang Prevention	SERVICE DATES: Present
AGENCY/FIRM: Kaiser Permanente	
ADDRESS: 25825 S. Vermont Ave. HARBOR CITY, CA 90710	
CONTACT: Tava O'Brien	
TELEPHONE: (310) 517-4267	
FAX: (310) 517-4286	
E-MAIL: tava.o'brien@kp.org	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Harbor Area Bay Alternatives Program

PROPOSED CONTRACT FOR: Zero Tolerance Gunfire Abatement

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: <u>Bulky Item Pick up</u>	SERVICE DATES: <u>8/2010 - 7/2011</u>
AGENCY/ FIRM: <u>60th Council District 14 Jose Alvarez</u>	
ADDRESS: <u>1870 E. 1st Street Los Angeles, CA 90033</u>	
CONTACT: <u>Jennifer Martinez</u>	
TELEPHONE: <u>(323) 526-3059</u>	
FAX: <u>(323) 266-7511</u>	
E-MAIL: <u>Jennifer.Martinez@lacity.org</u>	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

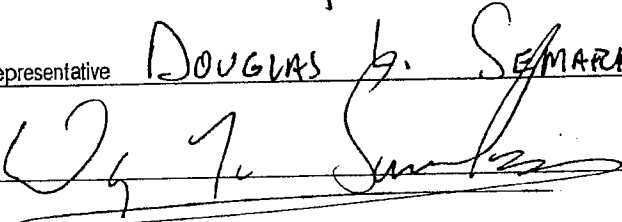
SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Harbor Area Gang Alternatives Program
Address	309 W. OPP ST Wilmington, CA 90744
Internal Revenue Service Employer Identification Number	33-0322451

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

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

Proposer	Harbor Area Gang Alternatives Program	
Authorized representative	DOUGLAS G. SEMARK	
Signature		Date 12/14/12

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.

FIRM NAME: Harbor Area Gang Alternatives Program
 My County (WebVen) Vendor Number: 51714301

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

As 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 request this proposal/bid be considered for the Local SBE Preference.

Attached is a copy of Local SBE certification issued by the County.

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 Proprietorship Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 60

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			2	0	5	9
Hispanic/Latino			4	1	23	13
Asian or Pacific Islander						
American Indian						
Filipino						1
White			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	%	%	%	%	%	%
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: EXECUTIVE DIRECTOR Date: 5-9-13

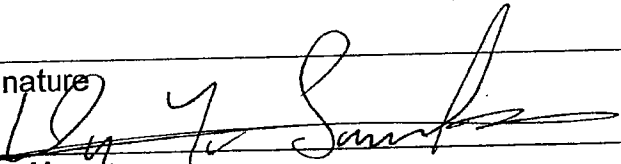
GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

- has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

- declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title EXECUTIVE DIRECTOR
Firm Name HARBOR AREA GANG ALTERNATIVES PROGRAM	Date 12/14/12

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

_____ (Name) _____ (Title)

For County use only	
Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments:	

Date Response sent to Proposer: _____	

CHARITABLE CONTRIBUTIONS CERTIFICATION

Harbor Area Gang Alternatives Program
 Company Name

309 W. OPP ST. Wilmington, CA 90744
 Address

33-0322451
 Internal Revenue Service Employer Identification Number

074 989


California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. (X) ()


 Signature

12/14/12
 Date

DOUGLAS L. SEMARK EXECUTIVE DIRECTOR
 Name and Title (please type or print)

074989 2011

MAIL TO:
 Registry of Charitable Trusts
 P.O. Box 903447
 Sacramento, CA 94203-4470
 Telephone: (916) 445-2021

**ANNUAL
 REGISTRATION RENEWAL FEE REPORT
 TO ATTORNEY GENERAL OF CALIFORNIA**


Sections 12586 and 12587, California Government Code
 11 Cal. Code Regs. sections 301-307, 311 and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties as defined in Government Code section 12586.1. IRS extensions will be honored.

RECEIVED
 Attorney General's Office

APR 30 2012

WEB SITE ADDRESS:
<http://ag.ca.gov/charities/>

State Charity Registration Number <u>CT-074989</u> <u>Harbor Area Gang Alternatives Progr</u> Name of Organization <u>309 West Opp Street</u> Address (Number and Street) <u>Wilmington, CA 90744</u> City or Town, State and ZIP Code	Check If: <input type="checkbox"/> Change of address <input type="checkbox"/> Amended report Corporate or Organization No. <u>1450074</u> Federal Employer I.D. No. 
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ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11. Cal. Code Regs. sections 301-307, 311 and 312)
 Make Check Payable to Attorney General's Registry of Charitable Trusts

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between 100,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$100,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$300

PART A - ACTIVITIES
 For your most recent full accounting period (beginning 07-01-2010 ending 06-30-2011) list:
 Gross annual revenue \$ 2,554,794 Total assets \$ 828,408

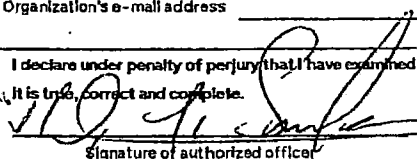
PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT

Note: If you answer "yes" to any of the questions below, you must attach a separate sheet providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

	Yes	No
1. During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest?	X	
2. During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?		X
3. During this reporting period, did non-program expenditures exceed 50% of gross revenues?		X
4. During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy.		X
5. During this reporting period, were the services of a commercial fundraiser or fundraising counsel for charitable purposes used? If "yes," provide an attachment listing the name, address, and telephone number of the service provider.	X	
6. During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number.	X	
7. During this reporting period, did the organization hold a raffle for charitable purposes? If "yes," provide an attachment indicating the number of raffles and the date(s) they occurred.		X
8. Does the organization conduct a vehicle donation program? If "yes," provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser for charitable purposes.		X
9. Did your organization have prepared an audited financial statement in accordance with generally accepted accounting principles for this reporting period?	X	

Organization's area code and telephone number 310-519-7233
 Organization's e-mail address juantorres@gangfree.org

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, it is true, correct and complete.

 Douglas Semark Executive Dire 04-18-2012
 Signature of authorized officer Printed Name Title Date

233082
 @ 150-

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: <i>Harbor Area Gang Alternatives Program</i>		
COMPANY ADDRESS: <i>309 W. OPP ST</i>		
CITY: <i>Wilmington</i>	STATE: <i>CA</i>	ZIP CODE: <i>90744</i>

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME: <i>DOUGLAS L. SEMARK</i>	TITLE: <i>EXECUTIVE DIRECTOR</i>
SIGNATURE: <i>[Handwritten Signature]</i>	DATE: <i>12/14/12</i>

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE



Gang Alternatives Program

www.gangfree.org

Gang Alternatives Program
309 W. Opp Street
Wilmington, CA 90744

888-293-9323

Scott,

The Harbor Area Gang Alternatives Program (GAP) has been participating with the County's Transitional Job Opportunities since 2009. Throughout the years, GAP has trained and placed multiple TSE/Gain/CalWorks participants with multiple employers. From 2009-2010 GAP participated with The Southbay Workforce Investment Board in placing participants with employers and training eleven participants in our graffiti abatement program, after school program, administration department and our public and governmental affairs department. GAP focuses on training these individuals on a variety of skills that may help them attain employment .

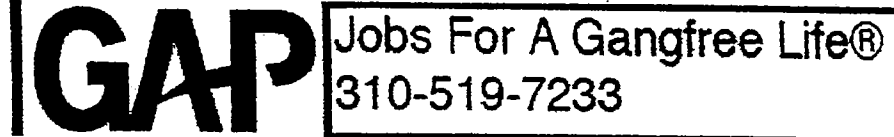
This year, GAP has worked with Long Beach City College CalWORKS Career Experience Program and HUB Cities WorkSource Center in attaining participants.

In 2012 GAP has trained three participants. One of the participants was hired full time in July 2012 after her participation as an Administrative Assistant. The second participant was recently hired part-time in our after school program. In November These two employees participated with us through the TSE employment and ended up getting hired. Last year in 2011, GAP hired another TSE participant who is working in our Administration Department.

Attached you will find some of the participants timesheets, worksite information sheet, DPSS information sheets, and contract agreements. GAP fully supports and participates in training and hiring TSE participants when funding is available.

Sincerely,

Juan Torres
Director of Administration
Gang Alternatives Program



Jobs For A Gangfree Life®

Through its youth employment programs, career training, employment readiness classes, community development work, and its Gangfree Workplace® program, GAP is committed to helping youth and young adults find jobs instead of jail. Poverty, unemployment, and even underemployment are key factors in gang involvement, substance abuse, domestic violence, crime, family disintegration, and vandalism.

Jobs and job-related success change lives for the better, and the best time to find a job is before trouble begins. In the current recession, jobs are hard to find, and families are facing tough times. With the help of Federal stimulus money, GAP will be working with the South Bay Workforce Investment Board to place workers in Boyle Heights, Harbor City, Harbor Gateway, Long Beach, San Pedro, Watts, Wilmington, and other nearby communities in Los Angeles County.

If you or an employer you know needs entry-level employees and could benefit from having those employees' wages subsidized (who can't?), then this program is for you.

Fr. Greg Boyle often says, "Nothing stops a bullet like a job" in reference to turning wasted lives into productive ones. We would add, "Nothing stops gang joining like early gainful employment." It's a true alternative. Of course, every business owner knows that "Nothing stops a recession like workers with money to spend."

We encourage you to take advantage of this opportunity to grow your company, create hope and stability for families, and find sustainable employment for good workers. GAP will be there to guide you through the initial process and paperwork, and GAP will be there to work with you and your new employees as you build relationships.

Please contact David Tynes, GAP Director of Operations, Toni Broussard, Daisy Ybarra, or SueAnn Abena for more information.

310-519-7233 or 888-293-9323 (toll free)

davidtynes@gangfree.org

GAP is here to help.

TSE PLACEMENTS				
Name/Participant	Region	Work Site	W/S Phone #	GSW FAX #
Shannel Jordan	Region 1	Gang Alternative Program	310-519-7233 323-567-5610	310-641-0257 Korina Gause
Michelle Davis	Region 5	Gang Alternative Program	310-519-7233 323-567-5610	310-764-5460 Anna Gonzalez
Vanessa Holguin	Region 6	Gang Alternative Program	310-519-7233 323-567-5610	310-526-4282 Rossana Corana
Anthony Blockmon	Region 1	Gang Alternative Program	310-519-7233 323-567-5610	310-641-0257 Korina Gause
Michelle Anderson	Region 1	Gang Alternative Program	310-519-7233 323-567-5610	310-641-0257 Korina Gause
Robert Escobar	Region 1	Gang Alternative Program	310-519-7233 323-567-5610	310-641-0257 Korina Gause
Marlene Robles	Region 6	Gang Alternative Program	310-519-7233 323-567-5610	310-526-4282 Luz Och
Bruce Peoples	Region 1	Gang Alternative Program	310-519-7233 323-567-5610	310-641-0257 Korina Gause
Darrin Johnson	Region 5	Gang Alternative Program	310-519-7233 323-567-5610	
Marie Yvette Curiel	Region 5	San Pedro Chamber of Commerce	310-832-0685	310-764-5450 Lisa Tay
Brandon Jackson	Region 5	Boys and Girls Club/Wilmington	310-833-1322 310-833-4235	310-603-5231 Jaime Navarrete
Andrew Moore	Region 5	Boys and Girls Club/San Pedro	310-833-1322 310-833-4235	310-223-0325 Ool Dav
Genetta Spencer	Region 5	Boys and Girls Club/San Pedro Terminated by employer due to leaving worksite with out permission, and lack of motivation towards job. Last day of work 5-12-2010. Will look for alternative worksite.	310-833-1322 310-833-4235	310-732-6845 Derek Z
Tonie Walls	Region 5	Boys and Girls Club/Wilmington	310-833-1322 310-833-4235	310-223-0325 James T
Crystal Moore	Region 5	Boys and Girls Club/Dana Strand Virgies Manor-transferred to Boys and Girls Club San Pedro Last Day at Virgles 5-4-2010	310-833-1322 310-833-4235	3 310-357-3573 Espera Rodriquez
Perla Sianez	Region 5	YWCA	310-547-0831 310-547-4443	
Lance Madson	Region 5	Gang Alternative program	310-519-7233 323-567-5610	310-764-5450 Lisa Tay!
Rosa Carrasco	Region 5	Maral design	310-418-0109	310-732-6845 Marie De Cruz
Tiaja Whitehead	Region 5	Maral Design/ employer requested that applicant be	310-418-0109	310-223-2180 Tamarla Hardeman



GREATER AVENUES FOR INDEPENDENCE
Vocational Education and Training Services

South Bay Workforce Investment Board • Intermediary Contractor • GAIN
11539 Hawthorne Blvd. • Suite 500 • Hawthorne, CA 90250
TEL: (310) 970-7796 • FAX: (310) 970-7712

February 13, 2012

Mr. Juan Torres
Harbor Area G.A.P. dba Gang Alternatives Program
309 W. Opp Street
Wilmington, CA 90744

Re: Executed Subcontract Agreement.

Dear Mr. Torres:

Thank you for your organization's participation in becoming a subcontractor for the CalWORKs Transitional Subsidized Employment – Work Experience Program. For your records, I am enclosing an original copy of the executed subcontract agreement between our organizations.

For reference, I have included the GAIN Work Experience Supervisor's Handbook, Grievance Procedures and an Advisory Notice detailing Worker's Compensation procedures. As indicated, all participant work injury claims must be reported immediately to the City of Hawthorne.

Additionally, our agency has now been listed in our Work Experience Directory. This information is posted online and is viewable by our contracted Worksource Centers, thus enabling your agency to receive participant referrals.

Once again, thank you for your participation in the Work Experience Program. If you have any additional questions or concerns, please do not hesitate to contact me by phone at (310) 970-7796 or email tatkings@sbwib.org.

Sincerely,

TRACEY ATKINS
GAIN Program Manager

From: David Vasquez <dvasquez.sw@lbcc.edu>
Subject: **Student Interns from Long Beach City College**
Date: June 26, 2012 11:16:46 AM PDT
To: "juantorres@gangfree.org" <juantorres@gangfree.org>
▶ 2 Attachments, 23.8 KB

Hello Juan

Per our conversation this morning:

- We have a plethora of students from Long Beach City College CalWORKs looking for Internships to gain experience that pertains to their major and to fulfill the required hours for their GAIN contract (DPSS)
- The students during the summer are able to work FULL TIME if not taking summer classes. Once the summer semester is over the "employer" has the opportunity to keep or release the student for the next semester.
- The student will not transition to an employee after 4 months like TSE. The only way the student will be put on staff is AFTER the student has graduated OR has used all of the allotted "time of benefits" from GAIN and is no longer eligible for CalWORKs which would make them an outside applicant.
- We are partners with the SB WIB and DPSS so all paperwork, compensation and documentation is done by us so you would never have to see the paperwork portion of the process. The student would sign up as "Volunteer".
- Hiring Process: As Career Advisors in the CalWORKs office here at LBCC, we essentially act as a Human Resources Department: we screen the applicants, authorize students who qualify to apply for the positions available. We then send you their resume, at that point it is under your discretion to call them for an interview. It is ultimately your choice to choose to bring on a student for an internship position.

I have attached a Job Requisition Template which is for you to fill out which will describe the positions you have available. Please let me know if you have any more questions.

Thanks,

David Vasquez
Career Advisor
Economic and Resource Development
Long Beach City College
Phone 562.938.3159
Fax 562.938.5055



[Job Requisiti...ocx \(12.3 KB\)](#) [Job Requisiti...ocx \(11.5 KB\)](#)



www.LBCC.edu

Liberal Arts Campus

4901 East Carson Street, Long Beach, California 90808

tel 562.938.4111 fax 562.938.4118

Pacific Coast Campus

1305 East Pacific Coast Highway, Long Beach, California 90806

tel 562.938.4111 fax 562.938.3912

November 20, 2012

Re: CalWORKS Career Experience Program

Dear Employer Participant,

We appreciate your involvement with the Career Experience Program (CEP) offered through CalWORKS at Long Beach City College. This has been a wonderful opportunity for our students and they have benefited greatly through the partnership with your organization.

Unfortunately, statewide budget cuts are now impacting our programs at the local level and we are unable to continue the Career Experience Program, **effective November 30, 2012**. This requires that all student positions as established through this partnership be terminated by/on this date and we are in the process of notifying all participants. However, please note that you and the student have the option to determine if work will be performed after this date in either a 100% employer paid or volunteer capacity.

We will be in contact with you to provide any updates as we do not see this as a conclusion to our partnership, but a temporary hold on this particular program. We are currently exploring funding solutions and program continuance options will be reevaluated at the beginning of next year.

You have been a valuable partner of the Career Experience Program and we regret the economic downturn has made this workforce reduction necessary. We will be readily available to answer any questions or concerns that you may have during this transition. Thank you again for your continued support of our students and workforce development programs.

Sincerely,

Amy Smith
Career & Technical Education Coordinator
College Advancement and Economic Development
Tel: 562.938.5058/Email: a2smith@lbcc.edu

TSE - WORK EXPERIENCE WORKSITE INFORMATION SHEET

Name of Agency Gang Alternatives Program

Primary Worksite Address: 2555 Industry Way, Lynwood ca 90262

Phone No: 310 519-7233 Fax: 323 567-5610

Primary Contact/Title: Juan Torres Email: juantorres@gangfree.org

Secondary Contact/Title: Doug Semark Email: dougsemark@gangfree.org

Worksite Supervisor/Title: Juan Torres

Phone No: (310) 519-7233 Fax: (323) 567-5610

Number of Positions Available: 6

Which category do available positions fall under? Clerical Maintenance

Would your agency like to be listed in the paid or unpaid directory? Paid Unpaid

Title of positions: Administrative Assistance and Crew supervisors

Position Duties: Administrative assistant helps with daily duties of answering phones, and other clerical office work.

Crew supervisors help with the daily removal of graffiti removal.

Please list any automatic bars from hiring?



www.gangfree.org

Gang Alternatives Program

309 W. Opp Street
Wilmington, CA 90744

888-293-9323

Lorena Xochimitl
Hub Cities WorkSource Center
2677 Zoe Ave.
Huntington Park, Ca 90255

Lorena,

This letter is to verify that ~~Elizabeth Blum~~ was hired part time by the Harbor Area Gang Alternatives Program (GAP) on July 30, 2012. Elizabeth is our new Administrative Assistant and will be working 20 hours a week as of now. There is a possibility of moving her to a full time position in the future depending on funding.

If you have any questions or concerns, feel free to contact me at 310 519-7233.

Sincerely,

Juan Torres
Director of Administration
Gang Alternatives Program

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

SERVICE PROVIDER REFERRAL

GAIN REGIONAL OFFICE	
5460 BANDINI BLVD	
BELL	CA 90201

PARTICIPANT NAME:	CASE NUMBER:
████████████████████	██████████

SOCIAL SECURITY #:	DATE:
██████████████████	02/27/12

██████████████████
██████████████████
LYNWOOD CA 90262-4794

DEAR ████████████████████

YOU HAVE AN APPOINTMENT ON 02/29/12 AT 08:00 AM TO: 6/15/12

ENROLL IN PWE/TSE

BEGIN JOB SERVICES

BEGIN YOUR VOCATIONAL ASSESSMENT POST-EMPLOYMENT CAREER ASSESSMENT
PREVIOUS VOCATIONAL ASSESSMENT

YOUR APPOINTMENT IS WITH WORKSOURCE HUB CITIES Gang Alternative Program
2554 Industry Way.
Lynwood, CA 90262
LOCATED AT 2677 ZOE AVE 2ND Juan Torres
HUNTINGTON PARK CA 90255

TAKE THIS FORM WITH YOU TO INTRODUCE YOU AND PROVIDE INFORMATION ABOUT YOU.
ALSO, IF YOU HAVE PROOF OF YOUR SELECTIVE SERVICE REGISTRATION NUMBER, PLEASE
TAKE IT WITH YOU.

IT IS IMPORTANT FOR YOU TO KEEP THIS APPOINTMENT. IF, FOR ANY REASON YOU
CAN'T KEEP THE APPOINTMENT, CONTACT ME IMMEDIATELY.

GAIN SERVICES WORKER:	FILE NO:	TELEPHONE NO:
TRI TRAN	6D27	(323) 881-5472

XXXXXXXXXXXXXXXXXXXX

INFORMATION FOR THE SERVICE PROVIDER

- * SECTION A, ON THE SECOND PAGE OF THIS FORM, GIVES YOU INFORMATION ABOUT THIS GAIN PARTICIPANT.
- * SECTION B OR SECTION C, ON THE SECOND PAGE OF THIS FORM, IS TO BE COMPLETED BY YOU AND RETURNED BY YOU OR THE PARTICIPANT TO THE GAIN OFFICE LISTED ABOVE WITHIN EIGHT WORKDAYS OF ENROLLING IN YOUR PROGRAM.
- * IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE GAIN SERVICES WORKER AT THE NUMBER LISTED ABOVE. THANK YOU FOR YOUR ASSISTANCE.

SECTION A - COMPLETED BY GSW | GAIN REGIONAL OFFICE: G6064 | GSH: 6D27

PARTICIPANT NAME: _____ SOCIAL SECURITY NUMBER: _____ AFDC CASE NUMBER: _____

RESIDENCE ADDRESS: _____
 LYNWOOD CA 90262-4794

MAILING ADDRESS: _____
 LYNWOOD CA 90262-4794

TELEPHONE: _____ BIRTHDATE: _____ SEX: ()M (X)F
 PRIMARY LANGUAGE: _____ CITIZEN: (X)YES ()NO
 LEGAL RIGHT TO WORK IN U.S.: (X)YES ()NO

ON ASSISTANCE 30 MONTHS OR MORE: _____ PARTICIPATION LIMITED TO 20 HOURS PER WEEK ()
 HIGH SCHOOL DIPLOMA/GED: X PODR WORK HISTORY ()
 REQUIRES SUBSTANCE ABUSE TREATMENT: X

ADDITIONAL COMMENTS:

I CERTIFY THAT THE ABOVE DATA HAS BEEN VERIFIED/DOCUMENTED BY AN EMPLOYEE OF THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES. THE DEPARTMENT CERTIFIES THAT THIS INDIVIDUAL HAS PROVIDED DOCUMENTATION THAT HE/SHE IS LEGALLY ENTITLED TO WORK IN THE U.S.

GSW SIGNATURE:  | DATE: 2/28/11 | TELEPHONE: (323) 881-5472

I AUTHORIZE THE EXCHANGE OF PERTINENT GAIN/AFDC INFORMATION BETWEEN DPSS, STATE, AND FEDERAL AGENCIES OR THEIR REPRESENTATIVES FOR MONITORING, HEARINGS AND/OR AUDITING PURPOSES.

GAIN PARTICIPANT SIGNATURE: 

SECTION B - COMPLETED BY EDUCATION/TRAINING PROVIDER

NAME OF SCHOOL/FACILITY: Gary Alternatives Program (GAP) | SCHOOL/FACILITY ADDRESS: 2554 Industry Way, Lynwood CA, 90262

() NOT ACCEPTED BECAUSE: _____

NAME OF PROGRAM: TSE | DATE ENROLLED/REGISTERED: 2/29/12
 START DATE: 3/29/12 | EXPECTED COMPL DATE: 7/29/12 | HRS PER WEEK: 40

SUBJECT	UNITS	SCHEDULE:					
		MON	TUE	WED	THUR	FRI	SAT
		8:00	8:00	8:00	8:00	8:00	
		4:30	4:30	4:30	4:30	4:30	

PLEASE SPECIFY IF ANY OF THE FOLLOWING RESOURCES ARE AVAILABLE FROM YOUR FACILITY: () CHILD CARE: SOURCE/AMT: DPSS
 () TRANSPORTATION: SOURCE/AMT: DPSS
 () ANCILLARY EXPENSES (BOOKS, TOOLS, FEES, ETC.): SOURCE/AMT: _____
 PERSON COMPLETING THIS FORM: _____ DATE: _____
 POSITION: _____ TELEPHONE: _____

SECTION C - COMPLETED BY COE/JS OR VOCATIONAL ASSESSOR

() COE/JS OFFICE: _____ OR () VOCATIONAL ASSESSOR: _____
 START DATE: _____ EXPECTED COMPLETION DATE: _____

PERSON COMPLETING THIS FORM: Lorena Xochimitl | DATE: 3/29/12
 POSITION: CSR | TELEPHONE: 323-586-4759

ATTACHMENT A

TSE/WEX PROGRAM JOB SPECIFICATION SHEET

Worksite Provider: HARBOR AREA GANG ALTERNATIVES PROGRAM

Department: Administration

Participant's Name: [REDACTED]

Type of Assignment: TSE WEX

Number of Hours Assigned per Week: 80

Job Title: Administration Assistant

Job Duties/Responsibilities:

1. *Clerical*
2. *Answering phone*
3. *Filing*
4. *Assist Director of Administration*
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Equipment/Materials to be used:

**ATTACHMENT C
TSE/WEX PARTICIPANT
ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION:

Your Transitional Subsidized Employment Program (TSE)/Work Experience (WEX) provider, Harbor Area Gang Alternatives Program, has entered into an agreement with the City of Hawthorne's Job Training and Development Department (hereinafter referred to as the "Intermediary Contractor") to provide various services to the Intermediary Contractor and the County of Los Angeles. As a result, your signature is required on this Subcontractor Employee Acknowledgment and Confidentiality Agreement.

PARTICIPANT ACKNOWLEDGMENT

I understand that Harbor Area Gang Alternatives Program is my sole TSE/WEX provider for purposes of this training.

I rely exclusively upon GAIN/CalWORKs for payment of salary and any and all other benefits payable to me or on my behalf during the period of this TSE/WEX training.

I understand and agree that I am not an employee of the INTERMEDIARY CONTRACTOR or of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the INTERMEDIARY CONTRACTOR or the County of Los Angeles during the period of this TSE/WEX training.

I understand and agree that I do not have nor will I acquire any rights or benefits pursuant to any agreement between my TSE/WEX training provider, Harbor Area Gang Alternatives Program and the INTERMEDIARY CONTRACTOR or the County of Los Angeles.

CONFIDENTIALITY AGREEMENT

As a GAIN TSE/WEX Participant of Harbor Area Gang Alternatives Program you may be involved with work pertaining to County Services and if so, you may have access to confidential data pertaining to persons and or other entities who receive services from the County of Los Angeles. The County of Los Angeles and all of its contractors and subcontractors have a legal obligation to protect all confidential data, especially data concerning welfare recipient records. Since you may be involved with work with welfare recipients, the County must ensure that you, too, will protect the confidentiality of data. You must sign this confidentiality agreement as a condition of your work assignment to be provided to Harbor Area Gang Alternatives Program for the County of Los Angeles and/or the Intermediary Contractor.

Please read the GAIN Participant Acknowledgment and Confidentiality Agreement carefully and take your time to consider it before signing.

I hereby agree that I will not divulge to any unauthorized personal data obtained while assigned at this work site pursuant to the agreement between Harbor Area Gang Alternatives Program and the INTERMEDIARY CONTRACTOR or the County of Los Angeles.

I agree to report any and all violations of the above by any other person and/or by myself to any immediate supervisor and I agree to ensure that said supervisor reports such violation to the County of Los Angeles Department of Public Social Services. I agree to return all confidential materials to my immediate supervisor upon termination of my TSE/WEX training with Harbor Area Gang Alternatives Program or completion of the presently assigned work tasks, whichever occurs first.

I acknowledge that violation of this acknowledgment and agreement may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

GAIN PARTICIPANT:

Signature: _____

Date: 5/7/12

Print-Name: _____

Date: 5/7/12

**SOUTH BAY WORKFORCE INVESTMENT BOARD
TSE: PAID WORK EXPERIENCE PROGRAM
EMPLOYEE TIME SHEET**

**PLEASE DO NOT USE WHITE OUT, CROSS OUT AND INITIAL ALL CHANGES
TIMESHEETS WITH WHITE OUT WILL NOT BE HONORED/PROCESSED**

Employee Name: (Print): [REDACTED] Worksite: _____
EE# _____ Pay Period Dates: From: 6-25 To: 6-29

Day	Date (Mo/Day)	Start Time	Finish Time	Less Lunch	Total Hours
Saturday					
Sunday					
Monday	6-25	8 AM	4:30 PM		8 HR
Tuesday	6-26	8 AM	4:30 PM		8 HR
Wednesday	6-27	8 AM	4:30 PM		8 HR
Thursday	6-28	8 AM	4:30 PM		8 HR
Friday	6-29	8 AM	4:30 PM		8 HR
Total Hours Worked this Week					40 HRS

Day	Date (Mo/Day)	Start Time	Finish Time	Less Lunch	Total Hours
Saturday					
Sunday					
Monday	7-2	8 AM	4:30		8 HR
Tuesday	7-3	8 AM	4:30		8 HR
Wednesday					
Thursday	7-5	8 AM	4:30		8 HR
Friday	7-6	8 AM	4:30		8 HR
Total Hours Worked this Week					30
TOTAL HOURS (Not to exceed 40 hours per week, 80 hours per pay period)					70 hours

I DID I DID NOT EXPERIENCE A WORK-RELATED INJURY.

This Section Must be Completed <small>The purpose of this evaluation is to foster communication between the supervisor, worker, and Program Coordinator. Please set aside time to discuss the evaluation with the worker. Check the rating that is appropriate.</small>	Outstanding	Good	Satisfactory	Unsatisfactory	Needs Improvement	Comments
1. Comes to work as scheduled daily on time		X				
2. Comes to work appropriately dressed	X					
3. Calls in when absent or late		X				
4. Returns from breaks and lunch on time		X				
5. Completes assigned duties on time	X					
6. Overall quality of work		X				
7. Learns new task/procedures	X					
8. Takes Initiative	X					
9. Follows instructions/directions well	X					
10. Asks questions if necessary to finish job	X					
11. Accepts supervision/constructive criticism well	X					
12. Communicates well with coworkers/clientele	X					
13. Interest in job	X					
14. Reliability	X					
15. Flexibility	X					
16. Making appropriate progress with training	X					
Additional Comments:						

I certify that these hours are correct and have been approved by my supervisor. I understand that the timesheets are submitted to the SBWIB Inc., for processing. Monday by _____ : _____ am/pm. Timesheet is to be faxed to (313) 586-4788 ATTN: LORENA XOCHIMIL I further understand original timesheet must be turned in when picking up my paycheck.

[Signature] 7-9-12
Supervisor Signature: Date:

[Signature] 7-9-12
Participant Signature: Date:

[Signature] 7-9-12
Print Name: Date:

[Signature] 7-9-12
Print Name: Date:

SOUTH BAY WORKFORCE INVESTMENT BOARD
TSE: PAID WORK EXPERIENCE PROGRAM
EMPLOYEE TIME SHEET

**PLEASE DO NOT USE WHITE OUT, CROSS OUT AND INITIAL ALL CHANGES
TIMESHEETS WITH WHITE OUT WILL NOT BE HONORED/PROCESSED**

Employee Name: (Print): [REDACTED] Worksite: _____
EE# _____ Pay Period Dates: From: 7-21-12 To: 7-29-12

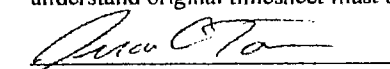
Day	Date (Mo/Day)	Start Time	Finish Time	Less Lunch	Total Hours
Saturday					
Sunday					
Monday	<u>7-23</u>	<u>8:45</u>	<u>1:03</u>		<u>6.25</u>
Tuesday	<u>7-24</u>	<u>8:24</u>	<u>4:29</u>	<u>30</u>	<u>7.50</u>
Wednesday	<u>7-25</u>	<u>8:13</u>	<u>2:54</u>	<u>30</u>	<u>6.25</u>
Thursday	<u>7-26</u>	<u>8:37</u>	<u>4:29</u>	<u>30</u>	<u>7.5</u>
Friday	<u>7-27</u>	<u>8:27</u>	<u>3:29</u>	<u>30</u>	<u>6.5</u>
Total Hours Worked this Week					<u>32</u>

Day	Date (Mo/Day)	Start Time	Finish Time	Less Lunch	Total Hours
Saturday					
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Total Hours Worked this Week					
TOTAL HOURS (Not to exceed 40 hours per week, 80 hours per pay period)					


I DID I DID NOT EXPERIENCE A WORK-RELATED INJURY.

This Section Must be Completed The purpose of this evaluation is to foster communication between the supervisor, worker, and Program Coordinator. Please set aside time to discuss the evaluation with the worker. Check the rating that is appropriate.	Outstanding	Good	Satisfactory	Unsatisfactory	Needs Improvement	Comments
	1. Comes to work as scheduled daily on time		X			
2. Comes to work appropriately dressed		X				
3. Calls in when absent or late		X				
4. Returns from breaks and lunch on time		X				
5. Completes assigned duties on time		X				
6. Overall quality of work		X				
7. Learns new task/procedures		X				
8. Takes Initiative		X				
9. Follows instructions/directions well	X					
10. Asks questions if necessary to finish job	X					
11. Accepts supervision/constructive criticism well	X					
12. Communicates well with coworkers/clientele	X					
13. Interest in job	X					
14. Reliability	X					
15. Flexibility	X					
16. Making appropriate progress with training		X				
Additional Comments:						

I certify that these hours are correct and have been approved by my supervisor. I understand that the timesheets are submitted to the SBWIB Inc., for processing. Monday by _____ : _____ am/pm. Timesheet is to be faxed to () _____ ATTN: Lorene X. I further understand original timesheet must be turned in when picking up my paycheck.


Supervisor Signature: _____

7-27-12
Date: _____


Participant Signature: _____

7-27-12
Date: _____

**SOUTH BAY WORKFORCE INVESTMENT BOARD
WORKSTUDY IN PUBLIC AGENCIES
EMPLOYEE TIME SHEET**

PLEASE DO NOT USE WHITE OUT
CROSS OUT AND INITIAL ALL CHANGES
TIMESHEET WITH WHITE OUT WILL NOT BE HONORED/PROCESSED

Employee Name: (Print) [REDACTED]

PAY PERIOD DATES: FROM: 8/4 TO: 8/10

Day	Date (Mo/Day)	Start Time	Finish Time	Less Lunch	Total Hours
Saturday					
Sunday					
Monday					
Tuesday					
Wednesday	8/8	8:30 AM	12:00 PM		3.5
Thursday					
Friday					
Total Hours Worked This Week					3.5

PAY PERIOD DATES: FROM: 8/11 TO: 8/17

Day	Date (Mo/Day)	Start Time	Finish Time	Less Lunch	Total Hours
Saturday					
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Total Hours Worked This Week					0

TOTAL HOURS (Not to exceed 80 hours per pay period)

- I DID NOT EXPERIENCE A WORK-RELATED INJURY
 I DID EXPERIENCE A WORK-RELATED INJURY

I certify that these hours are correct and have been approved by my supervisor. I understand that the time sheets are submitted to SBWIB for processing every TUESDAY by _____: _____ am/pm. Time sheet is to be faxed to () ATTN: _____ I further understand original time sheet must be turned in when picking up my paycheck.

Employee's Signature: [REDACTED]

Date: 8/13/12

Site Supervisor's Signature: [Signature]

Date: 8/21/12

**SOUTHBAY WORKFORCE INVESTMENT BOARD
WORKSTUDY IN PUBLIC AGENCIES
EMPLOYEE TIME SHEET**

**PLEASE DO NOT USE WHITE OUT
CROSS OUT AND INITIAL ALL CHANGES
TIMESHEETS WITH WHITE OUT WILL NOT BE HONORED/PROCESSED**

Employee Name: (Print) [REDACTED]

PAY PERIOD DATES: FROM: 8/4/12 TO: 8/17/12

Day	Date (Mo/Day)	Start Time	Finish Time	Less Lunch	Total Hours
Saturday					
Sunday					
Monday					
Tuesday					
Wednesday	8/8/12	8:30am	11:30am		3
Thursday					
Friday	8/10/12	9:00am	2:15pm		5
Total Hours Worked This Week					8

PAY PERIOD DATES: FROM: _____ TO: _____

Day	Date (Mo/Day)	Start Time	Finish Time	Less Lunch	Total Hours
Saturday	8/11/12	8:30am	11:30am		3
Sunday					
Monday					
Tuesday	8/14/12	12:00pm	5:30pm	30	5
Wednesday	8/15/12	2:15pm	6:00pm		3.45
Thursday	8/16/12	2:15pm	6:00pm		3.45
Friday	8/17/12	2:15pm	6:00pm		3.45
Total Hours Worked This Week					18.35

TOTAL HOURS (Not to exceed 80 hours per pay period) 26.35

I DID NOT EXPERIENCE A WORK-RELATED INJURY
 I DID EXPERIENCE A WORK-RELATED INJURY**

I certify that these hours are correct and have been approved by my supervisor. I understand that the time sheets are due to CEP WORK STUDY every TUESDAY by 12:00PM (NOON). Timesheet is to be faxed (562) 938-3220 ATTN: CEP WORK STUDY. I further understand original timesheet must be turned in when picking up my paycheck.

Employee Signature: _____

Date: 08.14.12

Site Supervisor Signature: _____

Date: 8/14/12

** Please report injuries to the CEP office and your work site supervisor immediately!

**SOUTHBAY WORKFORCE INVESTMENT BOARD
WORKSTUDY IN PUBLIC AGENCIES
EMPLOYEE TIME SHEET**

**PLEASE DO NOT USE WHITE OUT
CROSS OUT AND INITIAL ALL CHANGES
TIMESHEETS WITH WHITE OUT WILL NOT BE HONORED/PROCESSED**

Employee Name: (Print) [REDACTED]

PAY PERIOD DATES: FROM: 8.20.12 TO: 8.24.12

Day	Date (Mo/Day)	Start Time	Finish Time	Less Lunch	Total Hours
Saturday	—				
Sunday	—				
Monday	8.20	2pm	6pm	—	4
Tuesday	8.21	1:15pm	6pm	—	5
Wednesday	8.22	2pm	6pm	—	4
Thursday	8.23	2pm	6pm	—	4
Friday	8.24	2pm	6pm	—	4
Total Hours Worked This Week					24

PAY PERIOD DATES: FROM: 8.27.12 TO: 8.31.12

Day	Date (Mo/Day)	Start Time	Finish Time	Less Lunch	Total Hours
Saturday	—				
Sunday	—				
Monday	8.27	2pm	6pm	—	4
Tuesday	8.28	1:15pm	6pm	—	5
Wednesday	8.29	2pm	6pm	—	4
Thursday	8.30	2pm	6pm	—	4
Friday	8.31	2pm	6pm	—	4
Total Hours Worked This Week					17

TOTAL HOURS (Not to exceed 80 hours per pay period)

I DID NOT EXPERIENCE A WORK-RELATED INJURY
 I DID EXPERIENCE A WORK-RELATED INJURY**

I certify that these hours are correct and have been approved by my supervisor. I understand that the time sheets are due to CEP WORK STUDY every TUESDAY by 12:00PM (NOON). Timesheet is to be faxed (562) 938-3220 ATTN: CEP WORK STUDY. I further understand original timesheet must be turned in when picking up my paycheck.

Employee Signature: [REDACTED] Date: 9.4.12
 Site Supervisor Signature: [Signature] Date: 9/4/12

** Please report injuries to the CEP office and your work site supervisor immediately!

**SOUTH BAY WORKFORCE INVESTMENT BOARD
TSE: PAID WORK EXPERIENCE PROGRAM
EMPLOYEE TIME SHEET**

**PLEASE DO NOT USE WHITE OUT, CROSS OUT AND INITIAL ALL CHANGES
TIMESHEETS WITH WHITE OUT WILL NOT BE HONORED/PROCESSED**

Employee Name: (Print): [REDACTED] Worksite: _____
EE# _____ Pay Period Dates: From: 6-9-12 To: 6-15-12

Day	Date (Mo/Day)	Start Time	Finish Time	Less Lunch	Total Hours
Saturday					
Sunday					
Monday	6-11	8AM	4:30pm		8 HRS
Tuesday	6-12	8AM	4:30pm		8 HRS
Wednesday	6-13	8AM	4:30pm		8 HRS
Thursday	6-14	8AM	4:30pm		8 HRS
Friday	6-15	8AM	4:30pm		8 HRS
Total Hours Worked this Week					40 HRS

Day	Date (Mo/Day)	Start Time	Finish Time	Less Lunch	Total Hours
Saturday					
Sunday					
Monday	6-18	8AM	4:30 PM		8 HRS
Tuesday	6-19	8AM	4:30 PM		8 HRS
Wednesday	6-20	8AM	4:30 PM		8 HRS
Thursday	6-21	8AM	4:30 PM		8 HRS
Friday	6-22	8AM	4:30 PM		8 HRS
Total Hours Worked this Week					40 HRS
TOTAL HOURS (Not to exceed 40 hours per week, 80 hours per pay period)					80 HRS

I DID I DID NOT EXPERIENCE A WORK-RELATED INJURY.

This Section Must be Completed The purpose of this evaluation is to foster communication between the supervisor, worker, and Program Coordinator. Please set aside time to discuss the evaluation with the worker. Check the rating that is appropriate.	Outstanding	Good	Satisfactory	Unsatisfactory	Needs Improvement	Comments
	1. Comes to work as scheduled daily on time	X				
2. Comes to work appropriately dressed	X					
3. Calls in when absent or late	X					
4. Returns from breaks and lunch on time		X				
5. Completes assigned duties on time	X					
6. Overall quality of work		X				
7. Learns new task/procedures	X					
8. Takes Initiative	X					
9. Follows instructions/directions well	X					
10. Asks questions if necessary to finish job	X					
11. Accepts supervision/constructive criticism well	X					
12. Communicates well with coworkers/clientele	X					
13. Interest in job	X					
14. Reliability	X					
15. Flexibility	X					
16. Making appropriate progress with training						
Additional Comments:						

I certify that these hours are correct and have been approved by my supervisor. I understand that the timesheets are submitted to the SBWIB Inc., for processing. Monday by _____ : _____ am/pm. Timesheet is to be faxed to (323) 586-4778 ATTN: Loreen K. I further understand original timesheet must be turned in when picking up my paycheck.

Juan Torres
Supervisor Signature: _____ Date: 6/26/12

Juan Torres
Date: 6/26/12

[REDACTED]
Participant Signature: _____ Date: 6-25-12

[REDACTED]
Date: 6-25-12

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Harbor Area Gang Alternatives Program

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

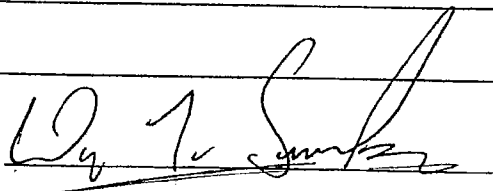
SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE



DATE:

12/14/12

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Harbor Area Gang Alternatives Program

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)

2. Name of Litigation/Judgment: _____

3. Case Number: _____

4. Court of Jurisdiction: _____

5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. Pending Litigation Threatened Litigation Judgment (check one)

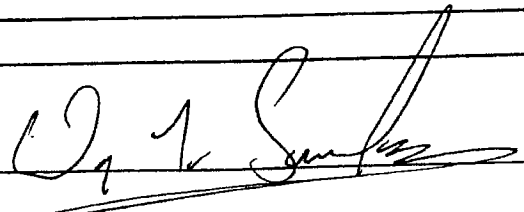
1. Against Proposer; Principal; Both (check as appropriate)

2. Name of Litigation/Judgment: _____

3. Case Number: _____

4. Court of Jurisdiction: _____

5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer:  Date: 12/14/12

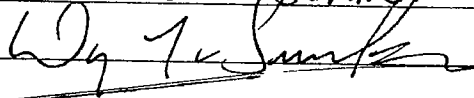
ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 4 (2012-PA049)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Harbor Area Gang Alternatives Program
 Proposer's Name

309 W. OPP ST Wilmington, CA 90744
 Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage. If you check this box, your proposal will be immediately disqualified as non-responsive.

Print Name: DOUGLAS L. SEMARA	Title: Executive Director
Signature: 	Date: 12/14/12

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

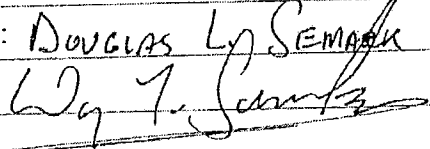
The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

~~Non-Profit organization 501(c)(3)~~

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

Print Name: <u>DOUGLAS LY SEMAK</u>	Title: <u>Executive Director</u>
Signature: <u></u>	Date: <u>12/14/12</u>

**STATEMENT OF EQUIPMENT FORM
FOR
ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 4 (2012-PA049)**

PROPOSER'S NAME: Harbor Area Gang Alternatives Program
 ADDRESS: 309 W. OPP ST Wilmington, CA 90744
 TELEPHONE: (310) 519-7233

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL / NON-OPERATIONAL	LOCATION
Van	Dodge	Van	1995	2B7HB2140SK54028	Good	Operational	Wilmington
Truck	Ford	F150	2000	1FTRX17W3YKA01193	Good	Operational	Wilmington
Truck	Ford	Ranger	2000	1FTYR14X3YAA21496	Good	Operational	Wilmington
Truck	Dodge	Ram 1500	2001	1B7HC16X61S651126	Good	Operational	Wilmington
Stake Bed	Ford	F350	2011	1FD8W3661BEC98895	Excellent	Operational	Wilmington
water blaster/sand blaster	Landa	Landa	2002	42BSU21064F004105	Good	Operational	Wilmington
water blaster/sand blaster	Landa	JVDV	2004	1NFB0101525226025	Good	Operational	Wilmington
Trucks	Ford	F150	2001	1FTZK172X1KE47621	Good	Operational	Lynwood
Truck	GMC	SIERRA	1996	1GTEK14MST548059	Good	Operational	Lynwood
Truck	Dodge	Dakota	2001	1B76L221X15259126	Good	Operational	Lynwood
Truck	Dodge	Ram 1500	2001	3B7HC13281G800424	Good	Operational	Lynwood
Truck / water blaster	Dodge	Ram 2500	2004	3D7KA26D34G203130	Excellent	Operational	Lynwood
Truck	Ford	Ranger	2001	1FTYR14V31P607301	Good	Operational	Lynwood
Van	Chevy	Astro Van	2003	1GNEL191E3B164089	Good	Operational	Lynwood
Van	Chevy	Express	2003	1GMH634U331228648	Good	Operational	Wilmington
truck	Dodge	Ram 1500	1997	1B7HC1623V5143638	Good	Operational	Lynwood
truck	Ford	F150	2000	1FTZK1726YNB97510	Good	Operational	Lynwood

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 4 (2012-PA049)

PROPOSER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE RFP

Note: Proposer must check a box under each section.

Proposer must meet the following minimum requirements, at the time of proposal submission:

1. Proposer must have a minimum of three years' experience performing graffiti abatement services.

- Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation).

Name	No. of Years	Description of Service
Harbor Area Gang Alternatives Program	26	Graffiti Removal, trash-pick up, Color matching Bulky Item pick-up, Community Clean-ups

OR

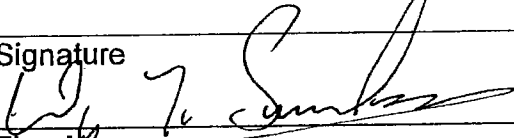
- Proposer's managing employee must have a minimum of three years' experience performing graffiti abatement services.
- Yes. Proposer managing employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation).

Managing Employee's Name	No. of Years	Description of Service

- No. Proposer or its managing employee does not meet the experience requirement stated above. If you check this box, your proposal will be immediately disqualified as non-responsive.

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 4 (2012-PA049)

I declare under penalty of perjury that the information stated above is true and accurate.

Signature 	Title EXECUTIVE DIRECTOR
Firm Name HARBOR AREA GANG ALTERNATIVES PROGRAM	Date 12/14/12

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010. Findings.

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

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief executive officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

2.201.30 **Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

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

2.201.040 **Payment of living wage.**

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

2.201.050 **Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief executive officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A

contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

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

2.201.70 Employee retention rights.

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

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

employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

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

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 ' 1, 1999; Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.100 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: Harbor Area Gang Alternatives Program			
Company Address: 309 W. OPP ST.			
City: Wilmington	State: CA	Zip Code: 90744	
Telephone Number: (310) 519-7233	Facsimile Number: (323) 567-5610	Email Address: downsemark@gangfree.org	
Awarding Department: Department of Public Works			Contract Term: 2012
Type of Service: Zero-Tolerance Graffiti Abatement Services			
Contract Dollar Amount: \$320,000			Contract Number (if any): (2012-PA049)

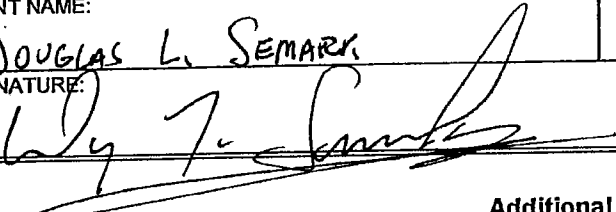
I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and **SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194** :

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

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

PRINT NAME: DOUGLAS L. SEMARK	TITLE: EXECUTIVE DIRECTOR	DATE: 12/05/12
SIGNATURE: 		

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual

Annually Other (Specify): _____

- Neither the contractor nor the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: DEC 01 1993

HARBOR AREA GANG ALTERNATIVES
PROGRAM INC
638 S BEACON ST ROOM 305
SAN PEDRO, CA 90731-3350

Employer Identification Number:

Case Number:
953280019
Contact Person:
C. GULAPAN
Contact Telephone Number:
(213) 725-7002
Our Letter Dated:
May 2, 1989
Addendum Applies:
No

DEC 3 1993

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

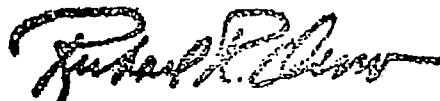
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Richard R. Orosco
District Director

Letter 1050 (DO/CG)

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

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

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: N/A	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE:	DATE:
PLEASE PRINT NAME:	TITLE OR POSITION:

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

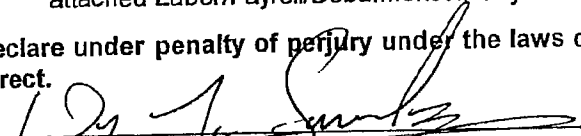
History of Determinations of Labor Law/Payroll Violations (Check One):

- There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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


Owner's/Agent's Authorized Signature

DOUGLAS L. SEMARK
Print Name and Title

HARBOR AREA GANG ALTERNATIVES PROGRAM
Print Name of Firm

12/14/12
Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

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

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <p align="center">N/A</p>	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

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

Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<p>COUNTY DETERMINATION</p> <p>Proposer Name: <u> N/A </u></p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p>RANGE OF DEDUCTION _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p>MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p>8 - 10%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>	<p>16 - 20%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p>SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	<p>4 - 7%</p>	<p>8 - 14%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p>MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	<p>2 - 3%</p>	<p>4 - 6%</p>
<p>INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	<p>0 - 1%</p>	<p>1 - 2%</p>
<p>NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	<p>0</p>	<p>N/A</p>

Assessment Criteria

* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Harbor Area Gang Alternatives Program

Name of Proposer's Health Plan: Kaiser Permanente 30

Date: 12-17-12

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N	\$ 90% \$ Employee 90% \$ dependents 0. \$	Proposer pays 90% of monthly premium on employee. Employee's are able to add dependents. Employees are pay premiums on dependents.
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N	\$ 90% \$ \$ \$	90% of monthly premium payed by proposer.
Any Annual Deductible? Per Person Per Family	Y <input checked="" type="radio"/> N Y <input checked="" type="radio"/> N	\$ \$	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N <input checked="" type="radio"/> Y <input type="radio"/> N	\$ 3,000 \$ 6,000	\$3,000 for employee \$6,000 for Family
Any Lifetime Maximum? Per Person Per Family	Y <input checked="" type="radio"/> N Y <input checked="" type="radio"/> N	\$ \$	
Ambulance coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$75 paid by employee
Doctor's Office Visits	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$30 copayment
Emergency Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$100 copayment
Home Health Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	0
Hospice Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	0
Hospital Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$400 per day
Immunizations	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	0
Maternity	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	0
Mental Health	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$30
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$400 per day

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	(Y) N	\$	\$30 copayment
Physical Therapy	(Y) N	\$	\$30 copayment
Prescription Drugs	(Y) N	\$	Brand name \$250 deductible
Routine Eye Examinations	(Y) N	\$	\$0
Skilled Nursing Facility	(Y) N	\$	\$0
Surgery	(Y) N	\$	Outpatient 200
X-Ray and Laboratory	(Y) N	\$	\$10

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after 90 days of employment.
- Is defined as an employee who is employed more than 32 hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 3 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 6 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 10 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 11 DAYS.

KAISER PERMANENTE \$30 COPAYMENT PLAN

FEATURES	MEMBER PAYS
CALENDAR-YEAR DEDUCTIBLE	\$0
PHARMACY CALENDAR-YEAR DEDUCTIBLE	\$250 for brand prescriptions
ANNUAL OUT-OF-POCKET MAXIMUM¹ Self-only enrollment/Family enrollment	\$3,000/\$6,000
IN THE MEDICAL OFFICE	
Office visits	\$30
Preventive exams	\$0
Maternity/Prenatal care ²	\$0
Well-child preventive care visits ³	\$0
Vaccines (immunizations)	\$0
Allergy injections	\$5
Infertility services	Not covered
Occupational, physical, and speech therapy	\$30
Most labs and imaging	\$10
MRI/CT/PET	\$50
Outpatient surgery	\$200 per procedure
EMERGENCY SERVICES	
Emergency Department visits (waived if admitted directly to hospital)	\$100
Ambulance	\$75
PRESCRIPTIONS⁴	(up to a 100-day supply)
Generic ⁵	\$10
Brand-name	\$35 (after pharmacy deductible)
HOSPITAL CARE	
Physicians' services, room and board, tests, medications, supplies, therapies	\$400 per day
Skilled nursing facility care (up to 100 days per benefit period)	\$0
MENTAL HEALTH SERVICES	
In the medical office	\$30 individual \$15 group
In the hospital	\$400 per day
CHEMICAL DEPENDENCY SERVICES	
In the medical office	\$30 individual
In the hospital (detoxification only)	\$400 per day
OTHER	
Certain durable medical equipment (DME)	Not covered ⁶
Optical (eyewear)	Not covered ⁷
Vision exam	\$0
Home health care (up to 100 two-hour visits per calendar year)	\$0
Hospice care	\$0

Kaiser Permanente plans do not include a pre-existing condition clause. Preventive services on this plan are available at no cost share. For a complete list of preventive services please refer to your Evidence of Coverage (EOC) or businessnet.kp.org.

¹The annual out-of-pocket maximum is the limit to the total amount that an individual or family must pay for certain services in a calendar year (as discussed in the Evidence of Coverage).

²Scheduled prenatal visits and the first postpartum visit

³Well-child visits through age 23 months

⁴Prescription drugs are covered in accord with our formulary when prescribed by a Plan physician and obtained at Plan pharmacies. A few drugs have different copayments; please refer to the Evidence of Coverage for detailed information about prescription drug copayments.

⁵This service is not subject to a deductible.

⁶Please refer to the Evidence of Coverage for more information; most DME is not covered.

⁷Kaiser Permanente members are entitled to a 20 percent discount on eyeglasses and contact lenses purchased at Kaiser Permanente optical centers. These discounts may not be coordinated with any other Health Plan vision benefit. The discounts will not apply to any sale, promotional, or packaged eyewear program, for any contact lens extended purchase agreement, or to low-vision aids or devices. Visit kp2020.org for Kaiser Permanente optical locations.

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Harbor Area Cong Alternatives Program

Name of Proposer's Health Plan: Kaiser Permanente 40/3000 Date: 12-17-12

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N	\$ 100% \$ \$ \$	- Proposer pays 100% of monthly premium on employee. - Employer's are able to add dependents. Employee's pay premiums on dependents
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N	\$ 100% \$ \$ \$	- 100% of monthly premium paid by proposer.
Any Annual Deductible? Per Person Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N <input checked="" type="radio"/> Y <input type="radio"/> N	\$0 \$0	\$3,000/\$6,000
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N <input checked="" type="radio"/> Y <input type="radio"/> N	\$0 \$0	\$6,000/\$12,000
Any Lifetime Maximum? Per Person Per Family	<input type="radio"/> Y <input checked="" type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N	\$ \$	
Ambulance coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$100 after deductible
Doctor's Office Visits	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$40 copayment
Emergency Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	30% after deductible
Home Health Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$0
Hospice Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$0
Hospital Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$ 30% per admission
Immunizations	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$0
Maternity	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$0
Mental Health	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	30% of admission

LW-7 – PROPOSER’S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	(Y) N	\$	\$40 copayment
Physical Therapy	(Y) N	\$	\$40 after deductible
Prescription Drugs	(Y) N	\$	Generic \$10 / Brand \$35
Routine Eye Examinations	(Y) N	\$	\$0
Skilled Nursing Facility	(Y) N	\$	30% per admission (attended)
Surgery	(Y) N	\$	30% after deductible
X-Ray and Laboratory	(Y) N	\$	\$10 copayment

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after 90 days of employment.
- Is defined as an employee who is employed more than 32 hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 36 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 6 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 10 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 11 DAYS.

KAISER PERMANENTE \$40/\$3,000 DEDUCTIBLE HMO PLAN

FEATURES	MEMBER PAYS
CALENDAR-YEAR DEDUCTIBLE¹ Individual/Family	\$3,000/\$6,000
PHARMACY CALENDAR-YEAR DEDUCTIBLE	N/A
ANNUAL OUT-OF-POCKET MAXIMUM^{1,2} Individual/Family	\$6,000/\$12,000
IN THE MEDICAL OFFICE Office visits ³ Preventive exams ³ Maternity/Prenatal care ^{3,4} Well-child preventive care visits ^{3,5} Vaccines (immunizations) ³ Allergy injections Infertility services Occupational, physical, and speech therapy Most labs and imaging ³ MRI/CT/PET Outpatient surgery	\$40 \$0 \$0 \$0 \$0 \$5 (after deductible) Not covered \$40 (after deductible) \$10 \$50 (after deductible) 30% (after deductible)
EMERGENCY SERVICES Emergency Department visits (waived if admitted directly to hospital) Ambulance	30% (after deductible) \$100 (after deductible)
PRESCRIPTIONS^{4,6} Generic Brand-name	(up to a 30-day supply) \$10 \$35
HOSPITAL CARE Physicians' services, room and board, tests, medications, supplies, therapies Skilled nursing facility care (up to 60 days per benefit period)	30% per admission (after deductible) 30% per admission (after deductible)
MENTAL HEALTH SERVICES In the medical office ³ In the hospital	\$40 (for individual therapy) \$20 (for group therapy) 30% per admission (after deductible)
CHEMICAL DEPENDENCY SERVICES In the medical office ³ In the hospital (detoxification only)	\$40 (for individual therapy) 30% per admission (after deductible)
OTHER Certain durable medical equipment (DME) ⁷ Certain prosthetics, orthotics, and footwear ⁷ Optical (eyewear) ⁸ Vision exam ³ Home health care (up to 100 two-hour visits per calendar year) ³ Hospice care ³	Not covered Not covered Not covered \$0 \$0 \$0

Kaiser Permanente plans do not include a pre-existing condition clause.

Preventive services on this plan are available at no cost share. For a complete list of preventive services please refer to the Evidence of Coverage or businessnet.kp.org.

¹This is an embedded plan. For a family of two or more, an individual deductible is part of the family deductible. Each family member becomes eligible for copayments or coinsurance either after meeting his or her individual deductible or after the family collectively meets the family deductible. The same methodology applies to the out-of-pocket maximum.

²Out-of-pocket maximum is the maximum amount an individual or family will pay for certain services in a calendar year.

³For this service the deductible does not apply.

⁴Scheduled prenatal visits and the first postpartum visit

⁵Well-child visits through age 23 months

⁶Prescription drugs are covered in accordance with our formulary when prescribed by a Plan physician and obtained at Plan pharmacies. A few drugs have different copayments; please refer to the Evidence of Coverage for detailed information about prescription drug copayments.

⁷Please refer to the Evidence of Coverage for more information on DME, prosthetics, orthotics, and devices. Most DME for home use, prosthetics, orthotics, and devices are not covered.

⁸Kaiser Permanente members are entitled to a 20 percent discount on eyeglasses and contact lenses purchased at Kaiser Permanente optical centers. These discounts may not be coordinated with any other Health Plan vision benefit. The discounts will not apply to any sale, promotion, or packaged eyewear program, for any contact lens extended purchase agreement, or to low-vision aids or devices. Visit kp2020.org for Kaiser Permanente optical locations.



www.gangfree.org

Gang Alternatives Program (GAP)
309 W. Opp Street
Wilmington, CA 90744

888 202 2222

Attachment LW-8

The Harbor Area Gang Alternatives Program (GAP) will be hiring 5 crews to work on contract (2012-PA049) in Zone 4. Four crews will be working full time and the fifth crew will serve as manager/crew. He/She will be working half time (.5) on this contract, and half time (.5) on another contract for, which will be a total of 40 hours. He/She salary will remain the same on both contracts. He/She would also be in charge of waterblasting when needed on Zone 4.

Each employee shows 1,872 under annual hours. Since GAP provides other benefits; vacation, sick leave and holiday, the rest of the hours fall under [(1) Vacations, Sick Leave, Holiday]. If vacation, sick and holiday are included for each employee, they will each have a total of 2080 hours.

GAP will have crews seven days a week out in the field, even on holidays. GAP policy states crews will take their holidays different days of the week. If a holiday lands on Monday, some employees will have Monday off, and others another day of the week within the same week.

Starting hourly wage for crews will be nine dollars an hour. In the Hourly Wage rate, it shows \$9.62 dollars an hour. The first year of the contract, employees will begin at nine and receive a quarter raise every year. Since the contract is up to five years, \$9.62 would be the average rate if they make \$9.00 their first year and \$10.25 their last year.



Gang Alternatives Program

www.gangfree.org

Gang Alternatives Program
309 W. Opp Street
Wilmington, CA 90744

888-293-9323

Supplement Letter to LW-8

This letter is intended to explain the budget on the LW-8 form for Zero Tolerance Graffiti Abatement Service in Zone 4. There some adjustments that are made since submitted. Below are descriptions of personnel, payroll and benefits.

The Harbor Area Gang Alternatives Program (GAP) will be hiring 5 crews to work on contract (2012-PA049) in Zone 4. Four crews will be working full time and the fifth crew will serve as manager/crew. He/She will be working half time (.5) on this contract, and half time (.5) on another contract for, which will be a total of 40 hours. His/her salary will remain the same on both contracts. He/She would also be in charge of water blasting when needed on Zone 4.

Changes will occur in regards to payroll. On the previous attachment submitted, we said employees will start at nine dollars and hour and receive a twenty-five cent increase each year. We are making corrections by removing the paragraph in attachment LW-8. The pay will be \$9.62 per hour for all crews working under the contract. Crews will be making \$9.62 throughout the course of the contract and if extended.

Vacation benefits will be deleted. Employees will not be receiving any benefits in regards to holidays, sick and vacation. The originally submitted LW-8 form stated employees will receive benefits.

Douglas L. Semark, Ph.D.
GAP Executive Director

**WAGE AND HOUR RECORD-KEEPING FOR LIVING WAGE CONTRACTS
ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICE – ZONE 4 (2012-PA049)**

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 The Gang Alternatives Program has a computerized time keeping clock, virtual time clock. The system is installed in one central computer at each location. Employee's check in and out using their own PIN number assigned to them. They check in upon arriving to work and check out when leaving. Each computer is connected to our server, from which we're able to pull out reports and information on each employee.</p> <p>1.2 Employee's report to their assigned warehouse or office. Their warehouse is based on the proximity to their assigned warehouse geographical location where they do graffiti removal. At the warehouse, they have their equipment, vehicles and supplies. From here, they travel to their assigned location.</p> <p>1.3 Employee's shift start when they clock in at the warehouse. when they arrive, they clock in using the time clock. They then prepare and gather all their supplies needed for the day. They then drive to their assign location.</p>

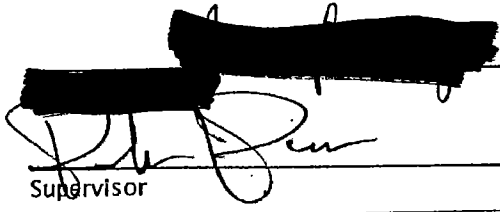
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>Employees clock in using the time clock when arriving to work. The time clock records the time an employee clocks in and out. Since all the computers are connected to the Server, we are able to see from any location everyone's time report. Directors only have access to everyone's time sheet records.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 Data files are maintained at the main office and bi-weekly timesheets reports are generated and signed by the employees.</p> <p>3.2 Data files are kept on our computerized timeclocks and timesheets.</p> <p>3.3 Records are maintained daily by the administration department. Reports are then generated every other week and signed by the employee. The reports are then filed.</p> <p>3.4 The Administration Department create the reports. Reports are then given to all supervisors to review and then give the reports to employees. Director of Administration oversees this process.</p> <p>3.5 Administrative assistant will review the records and confirm it with employees, and immediate supervisors. Employees and supervisors will review and sign the timesheets. Timesheets are created by the administration department, signed by the employee, and approved by the supervisor.</p> <p>3.6 Time records are secured in a lock cabinet which is located in a secure file room with limited access to the Director of Administration and assistant.</p> <p>3.7 Timesheets are used to develop payroll. The reports confirm the hours worked by an individual on a bi-weekly basis.</p>

Timecard Report
 Gang Alternatives Program
 2555 Industry Way Lynwood, CA 90262
 11/3/12 - 11/16/12



Day	Date	Start	Stop	Unpaid	Leave	Regular	Overtime Hours			Total Paid
							Day 1	Day 2	Week 1	
Mon	11/5	6:58 AM	3:31 PM	0.50		8.00				8.00
Tue	11/6	6:59 AM	3:31 PM	0.50		8.00				8.00
Wed	11/7	6:59 AM	3:31 PM	0.50		8.00				8.00
Thu	11/8	6:59 AM	3:30 PM	0.50		8.00				8.00
Fri	11/9	6:56 AM	3:30 PM	0.50		8.00				8.00
Week Ending 11/9/12				2.50		40.00				40.00
Sat	11/10	7:15 AM	3:28 PM	0.50		7.75				7.75
Mon	11/12	Holiday			8.00					8.00
Wed	11/14	6:55 AM	3:30 PM	0.50		8.00				8.00
Thu	11/15	6:57 AM	3:30 PM	0.50		8.00				8.00
Fri	11/16	6:59 AM	3:30 PM	0.50		8.00				8.00
Week Ending 11/16/12				2.00	8.00	31.75				39.75
Total Hours				4.50	8.00	71.75				79.75

By signing this document and completing the "Affadavit of Break Compliance" section below I certify that these hours are a true and accurate record of all time worked during the pay period.


 Supervisor

11-26-12
 Date
11/26/12
 Date

Affidavit of Break Compliance

Please Initial to affirm that you have taken all breaks as mandated by State and Federal Labor Code Rules

Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
		P	P	P	P	P			P	P	P	P	P

Timecard Report

Gang Alternatives Program
2555 Industry Way Lynwood, CA 90262
11/3/12 - 11/16/12



Day	Date	Start	Stop	Unpaid	Leave	Regular	Day 1	Overtime Hours			Total Paid
								Day 2	Week 1	Week 2	
Mon	11/5	6:58 AM	3:31 PM	0.50		8.00					8.00
Tue	11/6	7:01 AM	3:32 PM	0.50		8.00					8.00
Wed	11/7	6:58 AM	3:31 PM	0.50		8.00					8.00
Thu	11/8	6:58 AM	3:31 PM	0.50		8.00					8.00
Fri	11/9	6:58 AM	3:29 PM	0.50		8.00					8.00
Week Ending 11/9/12				2.50		40.00					40.00
Mon	11/12	Holiday			8.00						8.00
Tue	11/13	7:03 AM	3:31 PM	0.50		8.00					8.00
Wed	11/14	7:03 AM	3:31 PM	0.50		8.00					8.00
Thu	11/15	7:01 AM	3:30 PM	0.50		8.00					8.00
Fri	11/16	Vacation			8.00						8.00
Week Ending 11/16/12				1.50	16.00	24.00					40.00
Total-Hours				4.00	16.00	64.00					80.00

By signing this document and completing the "Affadavit of Break Compliance" section below I certify that these hours are a true and accurate record of all time worked during the pay period.

11/21/2012

Date

11/21/12

Date

Supervisor

Affidavit of Break Compliance

Please Initial to affirm that you have taken all breaks as mandated by State and Federal Labor Code Rules


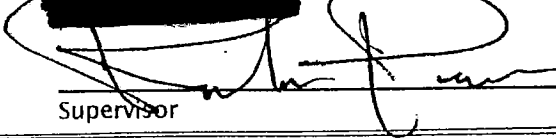
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		<i>[Initials]</i>	<i>[Initials]</i>	<i>[Initials]</i>	<i>[Initials]</i>	<i>[Initials]</i>			<i>[Initials]</i>	<i>[Initials]</i>	<i>[Initials]</i>	<i>[Initials]</i>	<i>[Initials]</i>

Timecard Report
 Gang Alternatives Program
 2555 Industry Way Lynwood, CA 90262
 11/3/12 - 11/16/12



Day	Date	Start	Stop	Unpaid	Leave	Regular	Day 1	Overtime Hours			Total Paid
								Day 2	Week 1	Week 2	
Mon	11/5	6:59 AM	3:30 PM	0.50		8.00					8.00
Tue	11/6	6:57 AM	3:31 PM	0.50		8.00					8.00
Wed	11/7	6:59 AM	3:30 PM	0.50		8.00					8.00
Thu	11/8	6:58 AM	3:30 PM	0.50		8.00					8.00
Fri	11/9	6:57 AM	3:30 PM	0.50		8.00					8.00
Week Ending 11/9/12				2.50		40.00					40.00
Mon	11/12	Holiday			8.00						8.00
Tue	11/13	7:04 AM	3:30 PM	0.50		8.00					8.00
Wed	11/14	6:56 AM	3:31 PM	0.50		8.00					8.00
Thu	11/15	6:56 AM	3:29 PM	0.50		8.00					8.00
Fri	11/16	7:00 AM	3:30 PM	0.50		8.00					8.00
Week Ending 11/16/12				2.00	8.00	32.00					40.00
Total Hours				4.50	8.00	72.00					80.00

By signing this document and completing the "Affadavit of Break Compliance" section below I certify that these hours are a true and accurate record of all time worked during the pay period.

 Date 11-20-2012
 Supervisor  Date 11/21/2012

Affidavit of Break Compliance

Please Initial to affirm that you have taken all breaks as mandated by State and Federal Labor Code Rules

Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
		A.S.	H.S.	H.S.	H.S.	H.S.			H.S.	H.S.	H.S.	H.S.	H.S.


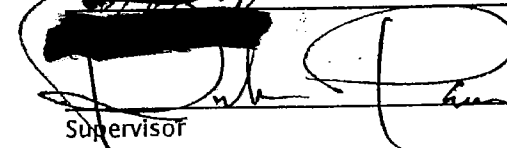
Timecard Report

Gang Alternatives Program
2555 Industry Way Lynwood, CA 90262
11/3/12 - 11/16/12



Day	Date	Start	Stop	Unpaid	Leave	Regular	Overtime Hours			Total Paid
							Day 1	Day 2	Week 1	
Mon	11/5	7:00 AM	3:30 PM	0.50		8.00				8.00
Tue	11/6	7:00 AM	3:31 PM	0.50		8.00				8.00
Wed	11/7	7:01 AM	3:30 PM	0.50		8.00				8.00
Thu	11/8	7:00 AM	3:30 PM	0.50		8.00				8.00
Fri	11/9	6:57 AM	3:29 PM	0.50		8.00				8.00
Week Ending 11/9/12				2.50		40.00				40.00
<hr/>										
Mon	11/12	Holiday			8.00					8.00
Tue	11/13	7:03 AM	3:30 PM	0.50		8.00				8.00
Wed	11/14	6:56 AM	3:31 PM	0.50		8.00				8.00
Thu	11/15	6:57 AM	3:29 PM	0.50		8.00				8.00
Fri	11/16	7:00 AM	3:31 PM	0.50		8.00				8.00
Week Ending 11/16/12				2.00	8.00	32.00				40.00
Total Hours				4.50	8.00	72.00				80.00

By signing this document and completing the "Affadavit of Break Compliance" section below I certify that these hours are a true and accurate record of all time worked during the pay period.

 11-20-12
 _____ Date
 11/21/2012
 _____ Date
 Supervisor

Affidavit of Break Compliance

Please Initial to affirm that you have taken all breaks as mandated by State and Federal Labor Code Rules

Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
		N	N	N	N	N				N	N	N	N

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>N/A. Payroll is based on time cards (Virtual time clock) only, as described earlier. No other forms are used.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 Supervisors observe employees and follow up with them. Employees are notified and mandated to take mandated breaks. Helpers are asked by Supervisors if they have taken lunch & Break.</p> <p>5.2 Employees initial their timesheets at the bottom saying they have taken their lunch and break.</p> <p>5.3 Supervisors review and approve timesheets.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.1 Payroll is prepared by using data collected from the computerized time keeping system. Once approved by supervisors, the data is given to our Accounting Supervisor who inputs the data in ADP database. Our Director of Administration then transmits the data to ADP after review. ADP then generates employees checks and reports and files our taxes to the state and Federal government. All payroll checks and documentation is received by the director of Admin.</p> <p>6.2 Employees are paid either by a check generated by ADP or direct deposit. Employees are given the option on the method they prefer to be paid in.</p> <p>6.3 Employees are paid in one single check. If employees work overtime, they will be pay paid in the same check.</p> <p>6.4 The earning section includes the rate, hours worked for that period. Year to date totals are also included. Each stub is also listed with the date the period ended and pay date. The deduction section includes all taxes withheld and other deductions. This information is listed on the pay check or direct deposit stub. If employees contribute to their 403b or have dependents in their health plan, it shows under other.</p>

CO. FILE DEPT. CLOCK VGHR. NO.
FS5 000176 100004 0000000019 1

038-0001

HARBOR AREA GANG ALTERNATIVES
309 W. OPP STREET
WILMINGTON, CA 90744

Earnings Statement



Period Ending: 01/13/2012

Pay Date: 01/19/2012

0000000019



Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 2
CA: 2

Earnings	rate	hours	this period	year to date
Reg	10.7500	72.00	774.00	1,300.75
Holiday	10.7500	8.00	86.00	247.25
Vacation				172.00
Gross Pay			\$860.00	1,720.00

Deductions	Statutory		
	Federal Income Tax	-25.61	51.22
	Social Security Tax	-36.12	72.24
	Medicare Tax	-12.47	24.94
	CA SUI/SDI Tax	-8.60	17.20
	Other		
	Checking 1	-745.96	
	Medical Ins	-31.24	62.48
	Net Pay	\$0.00	

Your federal taxable wages this period are \$860.00

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TEAR HERE

© 2000 ADP, Inc.

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

HARBOR AREA GANG ALTERNATIVES
309 W. OPP STREET
WILMINGTON, CA 90744

Advice number: 0000000019
Pay date: 01/19/2012

Deposited to the account of



account number: xxxxxx
transit ABA: xxxx xxxx
amount: \$745.96

THIS IS NOT A CHECK

NON-NEGOTIABLE

IF THE ORIGINAL DOCUMENT HAS A WATERMARK OR OTHER MARKS ON THE FRONT, IT IS NOT A CHECK. IF YOU WANT TO VERIFY THE CHECK, PLEASE CHECK THE NUMBER OF THE ORIGINAL DOCUMENT.

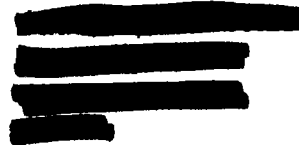
Co. File # Clock Number
 FS5 000175 00470022

Worked In Dept: 100004
 Home Dept: 100004

Harbor Area Gang Alt

Earnings Statement

Period End: 11/16/2012
 Pay Date: 11/21/2012



Earnings	Code	Field #	Hours	Amount
Regular			72.00	792.00
	H - Holiday	3	8.00	88.00
Gross Pay				880.00

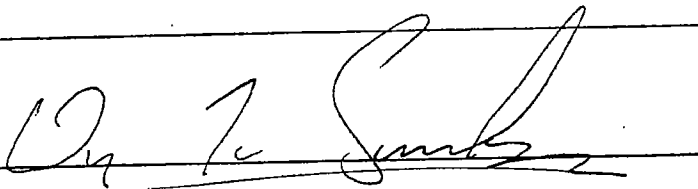
Deductions	Statutory	Amount
Federal Income Tax		27.61
Social Security		36.96
Medicare		12.76
SUI/SDI: California (taxing)	75	8.80
	Other	Amount
	V - Checking 1	755.59
	M - Medical Ins	38.28
Net Pay		0.00

Memos	Code	Amount
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QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>7.1 Proposer does not use a manual payroll system.</p> <p>7.2 All employees working have one rate regardless of their allocation.</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 Employees record their time worked on the virtual time clock by clocking in and out every day. The data is then gather after being approved by their supervisors. Supervisors then submit information to administration department. Administration department prepare and transmit the report using ADP system. Accounting Supervisor logs all the information on ADP payroll. Once complete, Director of Administration reviews the information before submitting to ADP. Once approved, the data is transmitted to ADP and they generate a report. Accounting supervisor and director of Administration review the report to make sure there are no errors. If every thing is good, the final report is approved and submitted to ADP to print checks. If there are any errors, they are adjusted and the report is resend to ADP.</p> <p>8.2 Employers working in this contract will have one pay rate. All employees have one rate.</p> <p>8.3 Calculations are embedded in the software program for time keeping and payroll.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 Employees start at a central warehouse which is assigned to them. Employees then travel to their location on company vehicles. Employers pay rate is the same as their regular shift, since they clock in at the time they arrive at the warehouse. GAP has multiple warehouses, employees are assigned to the one closest to their area of work.</p> <p>9.2 All employees have a single rate.</p> <p>9.3a. All employees have a single rate. In this scenario the employee will be paid his regular rate for all eight hours. If GAP used an employee in different contracts, the travel time would be divided in half.</p> <p>9.3b Employee will have a single rate and will be paid his eight hours at the same rate. If employee is in multiple contracts, he would be responsible for dividing his time accordingly. So he will have to work 4 hours in one and 4 hours in another.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 Time in excess of 8 hours in a day or in excess of 40 hours in one week are paid at one and one half times their regular pay rate. GAP follows all state and federal laws pertaining to overtime.</p> <p>10.2 All employees are paid a single pay rate, even if they are in multiple contracts.</p>

DATED: 12/14/12

PROPOSER'S SIGNATURE: 

CCU SOP: Emergencies (General)

I. Description

- A. Emergency situations are those sudden situations that an individual can not control or has not received special training for, and must be carefully treated by qualified person(s) only.
- B. Emergencies can be classified as first priority emergencies and second priority emergencies.

II. Description

- A. Community Clean Up staff is required to report every **first priority** emergency as soon as it happens, for the safety of every one.
 - 1. Life threatening emergencies **MUST** be called in at the 911 emergency number. (See SOP on "Emergency Procedures: Injury.")
 - 2. In case of fire in any of GAP's building, the first person to witness it has to call 911, then call the Manager or Director on duty. (See SOP "Emergency Procedures: Fire.")
 - 3. Work injuries also have to be evaluated immediately as a **first priority**, whether an injury is severe, meaning that it needs immediate medical attention, or if it could be treated (onsite) with the first aid kit supplies. All injuries must be reported as soon as they happen.
 - 4. If a crew supervisor is unsure of a critical emergency situation, it is recommended that a 911 call be placed before waiting too long.
- B. CCU staff is also required to report **second priority** emergencies to their superiors for situations as follows:
 - 1. Vehicle troubles consisting of minor collisions, breakdowns caused by wear and tear are considered second priority emergencies.
 - 2. Arriving at any of GAP's buildings that has been burglarized is also a second priority emergency.
 - 3. Failure on any power operating equipment is also a second priority emergency.
 - 4. Disputes concerning coworkers or court referrals are also considered second priority emergencies; unless the issue becomes violent, then a call should be placed to proper authorities and the Director on duty. (See SOP "Emergency Procedures: Threats...")

III. Summary

- A. This procedure describes how to properly act in case of an emergency situation.
- B. Proper adherence to this procedure is required, and the reading of additional SOPs is necessary to completely comply with this procedure.
- C. Questions concerning this SOP shall be directed to the Director, Assistant Director, or Executive Director.

CCU SOP: Morning Vehicle Check

I. Introduction

- A. Morning vehicle check is conducted daily and serves three (3) main purposes. It will provide safety awareness, good care of most mechanical components, and present a professional appearance.
- B. The three main purposes for morning vehicle check are also on a separate SOP checklist.

II. Description

- A. All CCU staff must perform a morning vehicle check (MVC) before departing from the warehouse.
- B. Each crew supervisor will have a vehicle assigned only by the CCU Director, CCU Assistant Director, or Assistant Manager at the beginning of each shift.
 - 1. Assistant manager has secondary responsibility for SOP morning vehicle check.
 - 2. Manager has tertiary (third level) responsibility for morning vehicle check.
 - 3. CCU Director and Assistant Director have full responsibility for their assigned vehicle including the SOP morning vehicle check.
- C. It is the crew supervisor's responsibility to visually inspect, measure and refill all basic fluids from the vehicle.
 - 1. For example, each crew supervisor needs to check the level of the motor oil, transmission fluid, and air pressure etc. (See appropriate SOP Morning Vehicle Checklist form MVC100)
 - 2. Crew supervisors have to submit a written or verbal report to the CCU Director, CCU Assistant Director, or Assistant Manager as soon as a mechanical problem is present.
 - 3. Any vehicle with unsafe mechanical problem is not to be driven until properly repaired by the authorized mechanic.
- D. CCU staff must have all required materials needed to conduct morning vehicle check
 - 1. Crew supervisors shall have access to morning vehicle checklist.
 - 2. Immediately after a MVC performance, the vehicle checklist must be returned to the appropriate supervisor.
 - 3. A MVC permanent location will be provided for fluids and other utensils.
- E. CCU crew supervisors must know the exact location for additional equipment or tools if those become necessary.
 - 1. Although several basic elements for MVC will be stored at an immediate location, some will be elsewhere in the warehouse.
 - 2. The following items will be stored at each GAP warehouse facility:
 - a) Air compressor
 - b) WD40 spray
 - c) Vacuum cleaner
 - d) Grease hand cleaner
 - e) Motor oil
 - f) Windex cleaner
 - g) Transmission fluid

- h) All tools needed for minor repairs
- i) Antifreeze coolant
- j) Funnel
- k) Power Steering fluid
- l) DOT brake fluid

- F. All fluids and equipment listed on item E(2) are for GAP's vehicle use only.
- G. Crew supervisors shall inform the appropriate supervisor before running out of fluids needed to conduct the MVC.
- H. CCU crew supervisors must have a complete SOP MVC checklist before departure.
 - 1. Checklist will help determine the care or abuse of any vehicle.
 - 2. This procedure will lessen future or repeated breakdowns.
 - 3. Morning Vehicle Check serves to help drive safely and with a neat, professional appearance.

III. Summary

- A. This procedure describes how to perform Morning Vehicle Check.
- B. Proper adherence to this procedure is required, and the reading of additional SOP's is necessary to completely comply with this procedure.
- C. Questions concerning this SOP shall be directed to the CCU Director.

CCU SOP: Property Maintenance

I. Introduction

- A. Maintaining property is important to keep employees, structures, and equipment safe, clean, and workable.
- B. The properties affected are structures, vehicles, and work equipment that belong to GAP.

II. Description

- A. All CCU Staff must perform weekly warehouse maintenance.
 - 1. To keep and maintain the warehouse clean, crew supervisors will team up in pairs and complete weekly maintenance assignment (See SOP for warehouse maintenance).
 - 2. On a weekly basis, crew supervisors will be scheduled to clean up and maintain the warehouse. Then, the next pair is up for the second week to do the same duties. Each pair is required to alternate thereafter.
 - 3. The Assistant Manager is second responsible for maintaining warehouse and equipment.
 - 4. The CCU Director and CCU Assistant Director are third responsible for maintaining warehouse and equipment.
 - 5. The CCU Director and CCU Assistant Director are responsible for confirmation of all warehouse assignments.
 - 6. Crew Supervisors are responsible for their own office space maintenance.
- B. All CCU staff is responsible for vehicle maintenance and up keeping of all units.
 - 1. Crew supervisors are responsible for washing and cleaning the unit in use the last day of their fifth-day work-schedule or when requested by any supervisor.
 - 2. CCU Director or Assistant Director will evaluate major repairs and then arrange for proper restoration.
- C. CCU staff is charged with maintaining the grounds of GAP's main office located at 309 W. Opp Street, Wilmington.
 - 1. A clean up shall take place each weekend as assigned or as often as requested by the Business Manager, or Executive Director.
 - 2. Crew supervisors have full responsibility for the exterior landscaping, sweeping, painting, and any special work as directed.
 - 3. Any minor repair work is also appointed to all CCU staff whether its location is in the interior or the exterior.
 - 4. Crew supervisors are also subject to move furniture or other heavy objects at this location.

III. Summary

- A. This procedure describes how to perform property maintenance.
- B. Proper adherence to this procedure is required, and the reading of additional SOP'S is necessary to completely comply with this procedure.
- C. Questions concerning this SOP shall be directed to the CCU Director.

CCU SOP: Recording Productivity

I. Introduction

- A. Recording productivity serves several purposes helping to keep numbers on track, accurate, and ready for monthly reports.
- B. The reporting procedure is usually the same, except, when indicated by the Office of Community Beautification.

II. Description

- A. All CCU staff are responsible for the recording of the square footage completed daily on the color-coded forms provided.
 - 1. Each crew supervisor must, at all times, have a clipboard and data entry color-coded forms for recording each complete task.
 - 2. The forms to be used are green paper for walls, pink paper for utility or light standards, canary paper for control cabinets, blue paper for traffic signs, and yellow paper for clean ups.
 - 3. All supervisors must record productivity on an alternate form that is used as reference.
 - 4. Complete data entry forms shall be submitted in an interoffice correspondence envelope and then given to the administrative person responsible for the inputting.
- B. Crew supervisors must write the square footage accurately and legibly, after the completion of every task.
 - 1. The measurements have to be calculated as close as possible and proper ways to take measures were provided at our training day on 03/12/03.
 - 2. Crew supervisors must write legibly in order to prevent the input of wrong figures.
 - 3. All data entry forms must have the crew supervisor's name and date.
 - 4. When recording an address, crew supervisors should include correct address or locate position of the work performed. (General numbers such as 700 W 7th Street are not valid unless that is the number of the property affected.)
 - 5. Address must include number of property, street name, and city; or locate area by using a compass method. (S/E, S/W, N/E, Etc.)
 - 6. Correct measurements are demanded, writing legibly is a must, and locations have to be clearly specified. Note: failure to follow these instructions will result in disciplinary action.
- C. CCU staff is responsible for the monthly completion of all additional reporting forms required by the Office of Community Beautification.
 - 1. A month's total should include at least 80,000 square foot of graffiti removed from walls.
 - 2. Clean ups should include 40 or more every month.
 - 3. Traffic signs should include 200 or more every month.
 - 4. Light Standards should include 400 or more every month.
 - 5. Traffic Control Cabinets should include 100 or more every month.
 - 6. Trees have no specific totals; however, those are to be cleaned as well.

III. Summary

- A. This procedure describes how record productivity accurately
- B. Proper adherence to this procedure is required, and the reading of additional SOPs is necessary to completely comply with this procedure.
- C. Questions concerning this SOP shall be directed to the CCU Director.

CCU SOP: Required Materials

I. Introduction

- A. Community Clean Up materials are necessary to conduct fast, complete and safe tasks on all graffiti abatement assigned by the Office of Community Beautification or other entities.
- B. These materials are required to be available to each crew daily.

II. Description

- A. GAP crew supervisors need to understand the importance of having these materials at all times.
- B. CCU staff must have a SOP list titled "Materials Checklist MC101".
 - 1. The Materials Checklist needs to be in use every morning before departing for daily tasks.
 - 2. This will help crew supervisors have all materials and sufficient amounts of paint to complete a day's work.
 - 3. Following this procedure will lessen the time wasted for crew supervisors who have to reload materials and as well for supervisors who have to reopen the facility for them.
 - 4. The Materials Checklist remains uniform for the benefit of all crew supervisors. Any alterations will be noted in a memorandum.
 - 5. Items cannot be changed or added unless authorized personnel make those changes.
- C. Crew supervisors are responsible for all safety gear provided and are responsible for its longevity and worthiness to perform its intended function.
 - 1. Safety gear must be well maintained and should have a useful life of twelve months.
 - 2. Safety gear has to be in use every time it is required to perform a task.
 - 3. It must be properly stowed or secured when not in use.
 - 4. Crew supervisors who do not follow safety procedures will risk disciplinary action and may be subject to personal liability in the case of an injury or accident.

III. Summary

- A. This procedure describes the required materials needed to conduct graffiti abatement.
- B. Proper adherence to this procedure is required, and the reading of additional SOPs is necessary to completely comply with this procedure.
- C. Questions concerning this SOP shall be directed to the CCU Director.

CCU SOP: Warehouse Access

I. Introduction

- A. Access to the GAP Community Clean Up warehouses is restricted to selected GAP employees. They are appointed by the Executive Director and the CCU Director only.
- B. The procedure to follow, in accessing the warehouse, is described below.

II. Description

- A. The CCU Director, CCU Assistant Director, any CCU managers or assistants, and the Executive Director are the only persons allowed to access the warehouse during business and nonbusiness hours.
 - 1. The CCU Director and CCU Assistant Director have primary responsibility to open the warehouse.
 - 2. The assistant manager has secondary responsibility for opening the warehouse or at anytime the Director or Assistant Director is absent.
 - 3. Administrative office personnel may be assigned (on special occasions) to give access to CCU employees to the warehouse.
 - 4. The Executive Director is fourth in order to open the Community Clean Up warehouse.
- B. All CCU Crew Supervisors must be aware of what to do in case someone described above does not make it on time or make it at all.
 - 1. Immediately telephone the CCU Director and report the incident. If the CCU Director is the one expected to open for that day, then the Assistant Director has to be notified next.
 - 2. If neither is reachable, then the Executive Director should be contacted at 310-903-9225.
 - 3. Administrative personnel may also be able to assist to open the warehouse in case that no one above is available.

III. Summary

- A. This procedure describes how to have access to the Community Clean Up warehouse.
- B. Proper adherence to this procedure is required, and the reading of additional SOPs is necessary to completely comply with this procedure.
- C. Questions concerning this SOP shall be directed to the CCU Director.

Congress of the United States
Washington, DC 20515

December 12, 2012

Mr. Scott Pham
County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
P.O. Box 1460
Alhambra, California 91802-1460

RE: Letter of Support, Gang Alternatives Program (GAP) Request for Zero-Tolerance Graffiti Abatement – Zone 4 (2012-PA049)

Dear Mr. Pham:

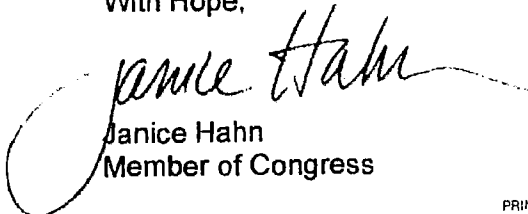
I write to you to express my support for the Gang Alternatives Program's (GAP) application to the Zero Tolerance Graffiti Abatement – Zone 4 (2012-PA049). GAP currently serves as the graffiti abatement contractor for two communities in my Congressional District – Wilmington and San Pedro. I am keenly aware and appreciative of the supportive assistance GAP has afforded to the residents and businesses of these communities.

First established in 1986 to provide gang awareness and prevention in the Los Angeles Harbor Area, GAP has expanded its programs to serve communities throughout Los Angeles County. GAP provides a wide range of services including a classroom-based gang prevention curriculum for elementary and middle school age children, graffiti abatement and community clean ups, STEP UP! after school programs, parenting and teen project programs and summer youth employment programs.

I can attest to their dedication to serve the people of Wilmington and San Pedro in ways that extend beyond conventional health. Their services and programs have been effective tools in helping children and families in their respective communities have positive alternatives. GAP's focus on educating students about the negative impacts of graffiti and vandalism is commendable.

From my vantage point in elected office, I have observed GAP's ability to be competent stewards of public and private funds and dedicated servants to the community. For these and many more reasons, I strongly support their application. I thank you for your thoughtful consideration.

With Hope,



Janice Hahn
Member of Congress



JOSE HUIZAR
COUNCILMEMBER, 14TH DISTRICT

December 12, 2012

Mr. Scott Pham
County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
P.O. Box 1460
Alhambra, California 91802 -1460

RE: Letter of Support, Gang Alternatives Program (GAP) Application for Zero-Tolerance Graffiti Abatement – Zone 4 (2012-PA049)

Dear Mr. Pham:

I am pleased to provide this letter of support for the Gang Alternatives Program's (GAP) application to the Zero Tolerance Graffiti Abatement – Zone 4 (2012-PA049). GAP currently serves as the graffiti abatement contractor for the Boyle Heights area for Council District 14. Both my office staff and the community are very pleased with GAP's work.

First established in 1986 to provide gang awareness and prevention in the Los Angeles Harbor Area, GAP has expanded its programs to serve communities throughout Los Angeles County. GAP provides a wide range of services including a classroom-based gang prevention curriculum for elementary and middle school age children, graffiti abatement and community clean ups, STEP UP! after school programs, parenting and teen project programs and summer youth employment programs.

GAP's services and programs have been effective tools in helping children and families in their respective communities have positive alternatives. GAP's focus on educating students about the negative impacts of graffiti and vandalism is commendable.

In conclusion, I highly recommend GAP's application for this year's Zero Tolerance Graffiti Abatement Program with the County of Los Angeles. Should you have any questions please contact my Boyle Heights Area Director, Jennifer Martinez at (323) 526-3059.

Sincerely,

José Huizar
Councilmember, 14th District

CITY HALL
200 N. Spring Street
Room 425
Los Angeles, CA 90012
(213) 473-7015
Fax (213) 626-5431



Councilmember
Joe Buscaino
Fifteenth District

DISTRICT OFFICES:

SAN PEDRO OFFICE
638 S. Beacon Street
Suite 552
San Pedro, CA 90731
310-732-4515
Fax 310-732-4500

WATTS OFFICE
10221 Compton Ave.
Suite 200
Los Angeles, CA 90002
213-473-5128
Fax 213-473-5132

December 6, 2012

Mr. Scott Pham
County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
P.O. Box 1460
Alhambra, California 91802-1460

RE: Letter of Support, Gang Alternatives Program (GAP) Request for Zero-Tolerance Graffiti Abatement – Zone 4 (2012-PA049)

Dear Mr. Pham:

I am pleased to provide this letter of support for the Gang Alternatives Program's (GAP) application to the Zero Tolerance Graffiti Abatement – Zone 4 (2012- PA049. GAP currently serves as the graffiti abatement contractor for the Harbor Area for Council District 15. Both my office staff and the community is very pleased with GAP's work.

First established in 1986 to provide gang awareness and prevention in the Los Angeles Harbor Area, GAP has expanded its programs to serve communities throughout Los Angeles County. GAP provides a wide range of services including a classroom-based gang prevention curriculum for elementary and middle school age children, graffiti abatement and community clean ups, STEP UP! after school programs, parenting and teen project programs and summer youth employment programs.

GAP's services and programs have been effective tools in helping children and families in their respective communities have positive alternatives. GAP's focus on educating students about the negative impacts of graffiti and vandalism is commendable.

I highly recommend GAP's application for this year's Zero Tolerance Graffiti Abatement Program with the County of Los Angeles. Should you have any questions please contact my Harbor Area Director, Jacob Haik at (310) 732-4515.

Sincerely,

JOE BUSCAINO
Councilmember, 15th District



MITCH MARICICH, A GAP FOUNDER
AND LONG-TIME BOARD MEMBER

**"... the best gang
prevention program
ever conceived, and
it works!"**

-Mitch Maricich

Mission

To prevent young people from joining gangs.

Vision

To eliminate the base of gang membership by having a generation of young people say "no" to gangs, and "yes" to positive lifestyle choices.

Our commitment to our mission

- Develop and provide My Gangfree Life® to all elementary and school age children.
- Develop and offer a parent education component to support children in resisting the temptations of gang membership.
- Create an outreach program for at-risk youth, offering referral and counseling services.
- Maintain a graffiti removal and community clean up service to target areas surrounding schools, parks, businesses and residences.

For More Information

GANG ALTERNATIVES PROGRAM (GAP)

MAILING ADDRESS
P.O. BOX 408
SAN PEDRO, CA 90733

TOLL FREE
1-888-293-9323

FAX
310-519-8730

GRAFFITI HOTLINE
LOS ANGELES COUNTY
1-800-675-4357
CITY OF LOS ANGELES
311

GAP Offices and Locations

WILMINGTON OFFICE
309 W. OPP STREET
WILMINGTON, CA 90744

WILMINGTON WAREHOUSE
231 N. ISLAND AVENUE
WILMINGTON, CA 90744

LYNWOOD
OFFICE & WAREHOUSE
2555 INDUSTRY WAY, STE. A & B
LYNWOOD, CA 90262

ARTS DISTRICT
OFFICE & WAREHOUSE
805 TRACTION AVENUE
LOS ANGELES, CA 90033

GAP IS A NON PROFIT 501 (C) (3).
ALL DONATIONS ARE
TAX DEDUCTIBLE

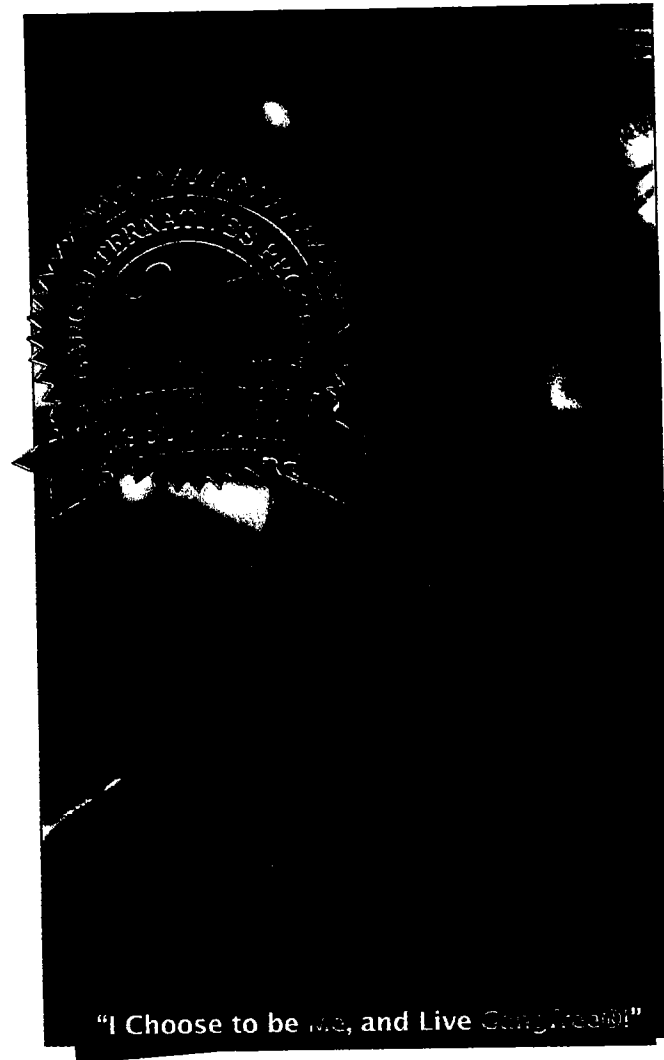
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GAP

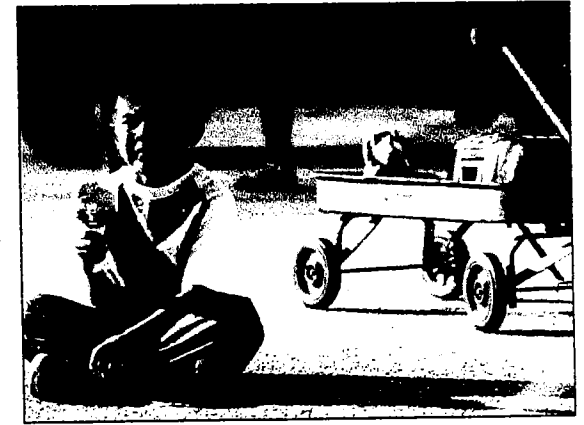
GAP

Serving the Community
Since 1986

www.gangfree.org



"I Choose to be Me, and Live Gangfree!"



"I choose to be me, and live gangfree!"

My Gangfree Life® Programs and Services

By promoting my Gangfree Life® GAP can expand its support to countless young people and their families throughout Los Angeles County. Many at risk, underprivileged youth would fall victim to a lifestyle of gangs, criminal activities and negative choices without our services.



My Gangfree Life® Education Programs

Based on the Paramount, CA model, GAP offers 2nd, 4th, and 6th grade classroom curriculum, which exposes both the realities of gang involvement and the alternatives available to young people. The lessons begin with discussing the history of gang, gang dress, graffiti, and gang behaviors. Other lessons examine the consequences of gang involvement and its effect on their families and their futures. The students are introduced to positive alternatives and techniques for

achievement, and are encouraged and assisted to set goals and make positive lifestyle choices.

My Gangfree Life® STEP UP! After School Programs

Violent crimes committed by and against juveniles peak during the hours after school. STEP UP! partners with LAUSD to provide After School Programs to increase academic performance and to provide enrichment activities including art, music, sports homework assistance, photography and more. After School Advisors provide a positive and safe learning environment to students in the STEP UP! program, there by allowing parents the comfort of knowing their child is safe and take care of.

My Gangfree Life® Community Clean Up Programs

Graffiti is how gangs and taggers claim turf and



threaten each other. Its presence often leads to violent results. One way to defuse its power is to remove it quickly. With the help of community volunteers, GAP provides community clean up and graffiti abatement services in Los Angeles County. GAP has eliminated over six million square feet of graffiti annually.

My Gangfree Life® Community Outreach and Parent Project® and Teen Project® Programs

The Parent Project® and Teen Project® are programs that offers parents and guardians an opportunity to learn effective prevention as well as intervention techniques in order to help their children through difficult times at home and in their community.

Parents are given awareness of the many challenges their children are faced with every day at school, in the community and at home. GAP offers the courses in significant locations such as schools, collaborative agencies, housing authority complexes and juvenile detention facilities.



Bid Detail Information

Bid Number : PW-ASD876
Bid Title : ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES - ZONE 4 (2012-PA049)
Bid Type : Service
Department : Public Works
Commodity : GRAFFITI REMOVAL SERVICES
Open Date : 11/20/2012
Closing Date : 12/3/2012 9:30 AM
Bid Amount : \$ 320,000
Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Zero-Tolerance Graffiti Abatement Services – Zone 4 (2012-PA049). The total annual contract amount of this service is estimated to be \$320,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Scott Pham at (626) 458 4069, spham@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:

1. Proposer must possess a valid and active C-33 State of California Contractor's license.
2. Proposer or its managing employee must have a minimum of three years of experience performing graffiti abatement services.
3. The use of subcontractors is prohibited for this service.

A Proposers' Conference will be held on Monday, December 3, 2012, at 9:30 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, December 17, 2012, at 5:30 p.m. Please direct your questions to Mr. Pham at the number below.

Contact Name : Scott Pham
Contact Phone# : (626) 458-4069
Contact Email : spham@dpw.lacounty.gov
Last Changed On : 11/21/2012 7:36:08 AM

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