

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1450 ALHAMBRA, CALIFORNIA 91802-1460

> IN REPLY PLEASE REFER TO FILE

March 06, 2024

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

Dear Supervisors:

ADOPTEDBOARD OF SUPERVISORS

COUNTY OF LOS ANGELES

21 March 6, 2024

JEFF LEVINSON INTERIM EXECUTIVE OFFICER

SERVICES CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS
STORMWATER MAINTENANCE FIELD LOCATION GROUPS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award one services contract to Absolute Security Intl Corp., a Community Business Enterprise, and three services contracts to Patrol Solutions, LLC, for armed and unarmed security services at various Public Works stormwater maintenance field location groups throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Find that these services can be more economically performed by independent contractors than by County employees.
- 3. Award and direct the Chair to execute one services contract to Absolute Security Intl Corp., a Community Business Enterprise, for armed and unarmed security services. This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$2,214,238 for Group A, Northeast Region.

- 4. Award and direct the Chair to execute three services contracts to Patrol Solutions, LLC, for armed and unarmed security services. These contracts will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and maximum potential contract sums of \$3,721,235 for Group B, East Region; \$4,212,887 for Group D, Southwest Region; and \$4,005,288 for Group E, Northwest Region.
- 5. Delegate authority to the Director of Public Works or his designee to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Absolute Security Intl Corp., a Community Business Enterprise, and Patrol Solutions, LLC, have successfully performed during the previous contracts' periods 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 it is in the best interest of the County to do so.
- 6. Delegate authority to the Director of Public Works or his designee to annually increase the contracts' amounts up to an additional 10 percent of the annual contracts' sums, which are included in the maximum potential contracts' sums for unforeseen additional work within the scope of the contracts if required, and to adjust the annual contracts' sums for each option year over the terms of these contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award one services contract to Absolute Security Intl Corp., a Community Business Enterprise, and three services contracts to Patrol Solutions, LLC, to provide armed and unarmed security services at various Public Works stormwater maintenance field yards, flood basins, dams, and other facilities throughout the County of Los Angeles.

The work to be performed will consist of observing and reporting any issues that may pose security risks and maintaining a security presence to minimize and deter the potential for theft or vandalism of County property. These services are necessary to ensure the safety of County property, staff, and the public. The presence of these services fosters a safe environment throughout Public Works facilities by maintaining an attentive and alert presence to monitor and deter potential criminal activity.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by supporting efforts to maintain and safeguard public assets and infrastructure by contracting with contractors that have the specialized expertise, equipment, and training necessary to help reduce crime, vandalism, and theft of County property and to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contracts' amounts are based on Public Works' estimated annual utilization of the contractors' services at the hourly rates quoted by the contractors. The sums for each term of the maximum contract periods, if all optional renewal periods are exercised for each respective contract as listed in Enclosure A, for the overall maximum potential contract sums are as follows:

A maximum potential contract sum of \$2,214,238 for Group A, Northeast Region. A maximum potential contract sum of \$3,721,235 for Group B, East Region. A maximum potential contract sum of \$4,212,887 for Group D, Southwest Region. A maximum potential contract sum of \$4,005,288 for Group E, Northwest Region.

The maximum potential contracts' sums identified above for each contract Group are for the maximum contract periods of 54 months. The County may also authorize an extension of time to these contracts' maximum potential terms not to exceed 180 days with no additional funding. The total maximum potential contracts' sums include annual funding to provide necessary security services in the event of emergencies to safeguard County property and 10 percent of the annual contracts' sums for unforeseen additional work within the scope of the contracts.

Funding for these services is included in the Internal Services Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07 - Services and Supplies). Any unused authorized amounts up to 25 percent from the previous contracts' terms will be applied to subsequent renewal terms. The total annual expenditures for these services will not exceed the maximum contracts' sums approved by the Board. Funds to finance the contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors for these services are Absolute Security Intl Corp., a Community Business Enterprise, located in Irwindale, California, and Patrol Solutions, LLC, located in Norwalk, California. These contracts will commence upon the Board's approval, for a period of 1 year. With the Board's delegated authority, Public Works may renew these contracts for three additional 1-year renewal options and a month-to-month extension up to 6 months for maximum potential total contract terms of 54 months. The County may also authorize extensions of time to these contracts' maximum potential terms not to exceed 180 days with no additional funding.

The current contracts for these services are extended for a period not to exceed 180 days and have an expiration date of June 28, 2024; however, they will expire upon award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractors.

County Counsel has approved the recommended contracts, which have been executed by Absolute Security Intl Corp., a Community Business Enterprise, and Patrol Solutions, LLC (Enclosures B.1 through B.4). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

Standard services contracts have been used that contain terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the proposers' utilization

participation and Community Business Enterprise program information. Data regarding each proposers' minority participation is on file with Public Works. The recommended contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

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.

The recommended contractors have agreed to pay their employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to these proposed contracts, as County employees can perform these contracted services. These contracts comply with all the requirements of the Los Angeles County Code, Section 2.201.

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.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b) of the California Environmental Quality Act Guidelines, approval of the recommended action does not constitute a project because it is an organizational or administrative activity of government that will not result in direct or indirect physical changes to the environment and, hence, is not subject to the requirements of California Environmental Quality Act.

CONTRACTING PROCESS

On January 30, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Signal (Santa Clarita), World Journal, Watts Times, The Malibu Times, and Long Beach Press-Telegram. Also, Public Works informed 1,293 Local Small Business Enterprises, 168 Disabled Veteran Business Enterprises, 170 Social Enterprises, 896 Community Business Enterprises, 105 independent contractors, various business development centers, and municipalities about this business opportunity.

On March 14, 2023, eight proposals were received. Three proposals were disqualified for failure to meet the minimum requirements of the RFP. The remaining proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll record keeping, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that the contract for Group A, Northeast Region, be awarded to the highest rated, lowest cost, responsive and responsible proposer, Absolute Security Intl Corp., a Community Business Enterprise, located in Irwindale, California. The contracts for Group B, East Region; Group D, Southwest Region; and Group E, Northwest Region be awarded to the highest rated, responsive and responsible proposer Patrol Solutions, LLC, located in Norwalk, California.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will continue the services without disruption to the public and 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 Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

Me Arelli

MARK PESTRELLA, PE

Director

MP:em:ao

Enclosures

Chief Executive Office (Chia-Ann Yen)
 County Counsel
 Executive Office
 Internal Services Department (Contracts Division)

SERVICES CONTRACT WATER RESOURCES CORE SERVICE AREA AWARD OF SERVICES CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATION GROUPS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

This Board letter has large enclosures.
Click on link to access:

2024.03.06 SWMD Field Security (FPT Large Enc)

Agreement



BY AND BETWEEN

LOS ANGELES COUNTY

PUBLIC WORKS

AND

ABSOLUTE SECURITY INTL CORP.

FOR

SECURITY SERVICES FOR PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS GROUP A, NORTHEAST REGION (BRC0000374)

TABLE OF CONTENTS

AGREEMENT FOR

SECURITY SERVICES FOR PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS GROUP A, NORTHEAST REGION (BRC0000374)

			PAGE
AGREEMENT			1-5
EXHIBIT A Scor	oe of W	Vork	A.1-27
EXHIBIT A.1 Sch	edule (of Prices	1-5
		an and Cost Methodology	
		ontract General Requirements	
Section 1		pretation of Contract	
	Α. ΄	Ambiguities or Discrepancies	B.1
	B.	Definitions	
	C.	Headings	
Section 2	Stan	dard Terms and Conditions Pertaining to Contract Administration	
	A.	Amendments	B.4
	B.	Assignment and Delegation	
	C.	Authorization Warranty	
	D.	Budget Reduction	
	E.	Complaints	
	F.	Compliance with Applicable Laws	
	G.	Compliance with Civil Rights Laws	
	H.	Confidentiality	
	I.	Conflict of Interest	
	J.	Consideration of Hiring County Employees Targeted for Layoffs or	
		are on a County Re-employment List	
	K.	Consideration of Hiring GAIN and GROW Participants	B.9
	L.	Contractor's Acknowledgment of County's Commitment to Child	
		Support Enforcement	B.9
	M.	Contractor's Charitable Activities Compliance	
	N.	Contractor's Warranty of Adherence to County's Child Support	
		Compliance Program	B.10
	Ο.	County's Quality Assurance Plan	B.10
	P.	Damage to County Facilities, Buildings, or Grounds	B.10
	Q.	Employment Eligibility Verification	B.11
	R.	Counterparts and Electronic Signatures and Representations	B.11
	S.	Fair Labor Standards	B.11
	T.	Force Majeure	B.12
	U.	Governing Laws, Jurisdiction, and Venue	
	V.	Most Favored Public Entity	B.12
	W.	Nondiscrimination and Affirmative Action	
	X.	Nonexclusivity	B.14

	Υ.	No Payment for Services Provided Following Expiration/Suspension	ነ/
		Termination of Contract	B.14
	Z.	Notice of Delays	. B.14
	AA.	Notice of Disputes	B.14
	BB.	Notice to Employees Regarding the Federal Earned Income Credit.	
	CC.	Notices	
	DD.	Publicity	
	EE.	Public Records Act.	
	FF.	Record Retention and Inspection/Audit Settlement	
	GG.	Recycled-Content Paper Products	
	HH.	Contractor's Employee Criminal Background Investigation	
	II.	Subcontracting	
	JJ.	Validity	
	KK.	Waiver	
	LL.	Warranty Against Contingent Fees	
	MM.	Time Off for Voting	
	NN.	Local Small Business Enterprise Utilization	
	00.	Compliance with County's Zero Tolerance Human Trafficking	
	PP.	Method of Payment and Required Information	
	QQ.	Compliance with Fair Chance Employment Hiring Practices	
	RR.	Compliance with the County Policy of Equity	
0 11 0	SS.	Contractor Independence	B.23
Section 3		inations/Suspensions	
	A.	Termination/Suspension for Breach of Warranty to Maintain	D 0.4
	Б	Compliance with County's Child Support Compliance Program	
	B.	Termination/Suspension for Convenience	
	C.	Termination/Suspension for Default	
	D.	Termination/Suspension for Improper Consideration	
	E.	Termination/Suspension for Insolvency	B.26
	F.	Termination/Suspension for Nonadherence to County Lobbyists	
		Ordinance	
	G.	Termination/Suspension for Nonappropriation of Funds	B.27
Section 4	Gene	eral Conditions of Contract Work	
	Α.	Authority of Public Works and Inspection	
	B.	Cooperation	
	C.	Cooperation and Collateral Work	
	D.	Equipment, Labor, Supervision, and Materials	B.28
	E.	Gratuitous Work	
	F.	Jobsite Safety	B.28
	G.	Labor	
	Н.	Labor Law Compliance	B.29
	I.	Overtime	B.29
	J.	Permits/Licenses	. B.29
	K.	Prohibition Against Use of Child Labor	B.29
	L.	Public Convenience	
	M.	Public Safety	B.30

	N.	Quality of Work	B.30
	Ο.	Quantities of Work	. B.30
	P.	Safety Requirements	B.30
	Q.	Storage of Materials and Equipment	.B.31
	R.	Transportation	
	S.	Work Area Controls	.B.31
	T.	CARD	.B.31
Section 5	Indem	nnification and Insurance Requirements	
	Α.	Independent Contractor Status	B.32
	B.	Indemnification	
	C.	Workplace Safety Indemnification	B.32
	D.	General Insurance Requirements	B.33
	E.	Compensation for County Costs	B.36
	F.	Insurance Coverage Requirements	. B.37
Section 6	Contra	actor Responsibility and Debarment	
	Α.	Responsible Contractor	B.38
	B.	Chapter 2.202 of the County Code	.B.38
	C.	Nonresponsible Contractor	
	D.	Contractor Hearing Board	B.38
	E.	Subcontractors of Contractor	B.39
	F.	Prohibition of Contract with Suspended, Debarred, Ineligible or	
		Excluded Contractor by Federal or State Government	B.40
Section 7	Comp	oliance with County's Jury Service Program	
	Α.	Jury Service Program	.B.41
	B.	Written Employee Jury Service Policy	
Section 8	Safely	y Surrendered Baby Law Program	
	Α.	Contractor's Acknowledgment of County's Commitment to the Safely	,
		Surrendered Baby Law	
	B.	Notice to Employees Regarding the Safely Surrendered Baby Law	B.43
Section 9	Comp	oliance with County's Living Wage Program	
	A.	Living Wage Program	.B.44
	B.	Payment of Living Wage Rates	. B.44
	C.	Contractor's Submittal of Certified Monitoring Reports	.B.45
	D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll	
		Violations and Claims	
	E.	County Auditing of Contractor Records	
	F.	Notifications to Employees	
	G.	Enforcement and Remedies	
	H.	Use of Full-Time Employees	
	I.	Contractor Retaliation Prohibited	
	J.	Contractor Standards	
	K.	Neutrality in Labor Relations	
Section 10		I Enterprise Preference Program	
Section 11		Small Business Enterprise (SBE) Preference Program	
Section 12		led Veteran Business Enterprise Preference Program	
Section 13	Comp	oliance with County's Defaulted Property Tax Reduction Program	.B.53

Section 14	Compliance with Employee Retention Policy	B.54
EXHIBIT C	Internal Revenue Service Notice 1015	
EXHIBIT D	Safely Surrendered Baby Law Posters	
EXHIBIT E	Defaulted Property Tax Reduction Program	
EXHIBIT F	Performance Requirements Summary	
EXHIBIT G	Security Services Group Locations and Schedules	
EXHIBIT H	Contract Discrepancy Report	
EXHIBIT I	Notice of Proposed Payment Adjustment	
EXHIBIT J	Equipment Inventory, Damage and Loss Liability	
EXHIBIT K	Statement of Loss of County Equipment	
EXHIBIT L	Bond for Faithful Performance	

AGREEMENT FOR

SECURITY SERVICES FOR PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS – GROUP A, NORTHEAST REGION

THIS AGREEMENT, made and entered into this <u>6th</u> day of <u>March</u>, 2024, 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 ABSOLUTE SECURITY INTL, CORP, a California Corporation, located at 5155 Irwindale Avenue, Irwindale, California (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

<u>WITNESSETH</u>

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 14, 2023, hereby agrees to provide services as described in this Contract for Security Services for Public Works Stormwater Maintenance Field Locations – Group A, Northeast Region.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices (Forms PW-2.1A through PW-2.5A); Exhibit A.2, Staffing Plan and Cost Methodology; 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, Performance Requirements Summary, Exhibit G, Security Service Group Locations and Schedules; Exhibit H, Notice of Proposed Payment Adjustment; Exhibit I, Contract Discrepancy Report; Exhibit J, Equipment Inventory, Damage, and Loss Liability; Exhibit K, Statement of Loss County Security Equipment; Exhibit L, Bond for Faithful Performance; 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 Forms PW-2.1A through PW-2.5A. The sum for the initial annual term is \$422,419; the sum for the first optional annual term is \$438,392; the sum for the second optional annual term is \$452,814; the sum for the third and final optional annual term is \$466,213; and a month-to-month extension up to 6 months at the PW-2.4A rates for \$233,106, for a total not to exceed maximum potential contract sum of \$2,012,944 for the entire contract period if all optional terms are exercised or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms.

<u>FOURTH</u>: Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term will be for a period of one year commencing upon Board approval. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option will 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. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for CONTRACTOR performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. 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 will 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.

<u>SIXTH</u>: The CONTRACTOR will bill monthly in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates quoted in Schedule of Prices Forms PW-2.1A through 2.5A.

<u>SEVENTH</u>: 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 must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

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

<u>EIGHTH</u>: In no event will 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.

<u>NINTH</u>: 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.

<u>TENTH</u>: The CONTRACTOR must 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 must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>ELEVENTH</u>: No cost-of-living adjustment will be granted for the optional renewal periods.

<u>TWELFTH</u>: 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 L, inclusive, the COUNTY'S provisions shall control and be binding.

<u>THIRTEENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: : A faithful performance bond, substantially in the form attached as the Exhibit L, is required in a sum not less than 50 percent of the total annual Contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the total annual Contract amount may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR must pay all surety premiums, costs, and incidentals required to maintain the surety during the entire contract term, including renewals.

<u>FIFTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

// // //

,, || || ||

// // // //

// // // //

//

// // // //

// // // //

// //

// //

79508

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairwoman 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.



ATTEST:

JEFF LEVINSON Interim Executive Officer of the Board of Supervisors of the County of Los Angeles

By Learnetto Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

By Number

Margaret Ambrose
Type/Print Name

COUNTY OF LOS ANGELES

Chair, Board of Supervisors

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

21 March 6, 2024

JEFF LEVINSON INTERIM EXECUTIVE OFFICER

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

> JEFF LEVINSON Interim Executive Officer Clerk of the Board of Supervisors

By Deputy

ABSOLUTE SECURITY INTL, CORP.

By _______Its President

Lucy J. Lin

Type/Print Name

Its Secretary

Lucy J. Lin

Type/Print Name

\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#\$#	#2#8=8#8#8#8#8#8#8#8#8#8#8#8#8#8#8#8#8#8					
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.						
State of California						
County of Los Angles						
On December 26,703 before me,	Portia C. Moore, notary public					
Date	Here Insert Name and Title of the Officer					
personally appearedLucy J. Line						
3 /	Name(s) of Signer(s)					
who proved to me on the basis of satisfactory evident to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their signatupon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity					
PORTIA C. MOORE COMM. #2343877 Notary Public - California Los Angeles County My Comm. Expires Jan. 27, 2025	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.					
Place Notary Seal and/or Stamp Above	Signature of Notary Public					
1997-000	ONAL deter alteration of the document or					
fraudulent reattachment of this	form to an unintended document.					
Description of Attached Document Title or Type of Document:	what					
Document Date:	Number of Pages: 5					
Signer(s) Other Than Named Above:						
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name: Corporate Officer — Title(s): Partner — Limited					

SCOPE OF WORK

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS SWMD FIELD LOCATIONS - GROUP A, NORTHEAST REGION

A. Public Works Contract Managers

Public Works' Contract Manager (CM) for this service will be Ms. Shabnam Hageali of Stormwater Maintenance Division who may be contacted at (626) 300-2306, or snoroozi@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The CM may, at their sole discretion, designate additional Public Works Representatives (PWR) for their respective facilities/locations delegating them the authority to also request work under this Contract. The CM and/or PWRs are the only persons authorized by Public Works to request work from the Contractor. Public Works may change the CMs and/or PWRs at any time. The Contractor will be notified in writing in the event of a change in the CM and/or PWRs.

B. Work Locations

Full details of work locations, hours, and scheduled days of service are as indicated in Exhibit G, Security Services Group Locations and Schedules. Group A locations are as follows:

<u>Eaton Yard</u>
 2986 New York Drive
 Pasadena. CA 91107

The various Flood Control District Facilities are included in this Contract. Work locations and the number of hours may be modified during the Contract period at the discretion of the CM and/or PWR. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works facilities, County facilities, or job sites. Any such addition or reduction in work will be provided to the County upon request from the CM at an increase or decrease in cost in accordance with the rates quoted in Forms PW-2.1A – PW-2.5A, Schedule of Prices, for the appropriate Contract term.

C. Requests of Work from the Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's decision to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included at the rates quoted by the Contractor in the applicable Schedule of Prices Form (Exhibit A.1), for Group A, unless stated otherwise in the Contract. Contractor shall adhere to

any changes made by the CM and/or PWR to service schedules and/or service type, as security service needs may vary, as noted in Exhibit G, Security Services Group Locations and Schedules. For example, the CM may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. Contractor shall bill at the hourly rates shown on the appropriate Schedule of Prices (Forms PW-2.1A - 2.4A), for the given term and level of security services requested by the CM.

The Contractor shall be paid for the total number of hours worked in the previous month for acceptable performance. If performance of a service is unacceptable, the County will not pay the full percentage or may deduct the number of unacceptable service hours, at the sole discretion of the County.

E. Work Description

Basic Function

- a. Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned locations; safeguard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.
- b. Contractor shall provide a security vehicle for the performance of patrols as required by the Contract when requested and authorized by Public Works. Vehicle travel costs incurred in the performance of required patrols shall be reimbursed at the County's current employee permittee mileage rate upon approval from the CM and/or PWR, which will be provided to the Contractor upon request. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff personnel.

2. Performance Standards

- a. Security officers shall not eat, read, or use laptop computers, or any handheld personal audio or video electronics, or similar devices at any time while at their assigned posts.
- b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.
- c. Security officers shall be in appropriate uniform attire as outlined in this Exhibit A, Scope of Work, Section J.1, Contractor-Furnished Items. Security officer uniforms shall include black shoes and badges at all times. Uniform hats are not required.

- d. Security officers shall not remove or borrow County materials or equipment, or items owned by employees of the County. This includes heaters, fans, radios, food in employee break room refrigerators, etc.
- e. Security officers shall not leave their assigned post until properly relieved.
- f. Security officers shall not use any County telephones for personal use. Any communication not related to the contracted services is prohibited. Only calls related to the contracted services, such as making or receiving calls to or from their supervisors or County representatives is permitted.
- g. Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees during the security officer's working hours is discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable manner.
- Security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the CM and/or PWR.

3. Knowledge and Skills

- a. Security officers shall be able to write and speak English, prepare clear and concise reports, and remember facts and details concerning specific situations.
- b. Security officers shall have a good knowledge of self-defense and public restraint procedures.
- c. Security officers shall be able to communicate effectively with individuals and the general public.
- d. Security officers shall have good knowledge of their assigned post orders, including recognizing areas requiring enhanced vigilance or more frequent patrolling/surveillance.
- e. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

4. Attendance

a. Security officers shall be punctual and have regular attendance.

- b. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall notify the on-site CM and/or PWR for the specific facility prior to the scheduled starting time.
- c. In addition, Contractor shall provide a substitute within an hour of the scheduled time.
- d. Security officer(s) shall not relieve the duties of their post for any amount of time before the end of their scheduled shift, without prior notification to, and permission from the CM and/or PWR.

5. Patrols

- a. Security officers shall conduct vehicular patrols on routes as defined by the CM and/or PWR. Routes or points of emphasis along the designated routes may vary at the discretion of the CM and/or PWR. All patrols, vehicular or on foot shall be varied in time, route, path and frequency so as to avoid the development of predictable routine or pattern.
- b. Security officers on patrol shall log daily tour reports complete with vehicle information, patrol start and end time, notes of any suspicious activity, and mileage incurred during the patrol. The County reserves the right to request odometer readings for any potential discrepancy in mileage reimbursement claims.
- c. All duty officers on patrol shall have a functioning mobile phone and shall maintain it charged and operational and on their person at all times with the number provided to the CM/PWR should they need to make any emergency calls. Additionally, each duty guard shall be equipped with a two-way radio on their person at all times in the event that cell service is out of range or inoperable for any reason. Any instance of the security officer's non-responsiveness during his/her scheduled patrol may constitute contractor nonperformance and incur penalties in accordance with this Exhibit A, Scope of Work, Section V, Liquidated Damages or Exhibit F, Performance Requirements Summary, at the discretion of the CM and/or PWR.

6. Reports and Logs

a. Security officers shall maintain daily security log sheets which shall be archived and made available each day to the CM and/or PWR, upon request, conduct vehicular patrols on routes as defined by the CM and/or PWR. Logs may be requested to be submitted via email daily or weekly at the discretion of the CM or PWR for any given location.

- b. Security daily log sheets shall include, but are not limited to, name of officer on-duty, times for the beginning and the end of the daily shift, times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.
- c. Security officers shall log the description and plate number of vehicles that may be considered suspicious regardless if they do or do not have any apparent destination within the facilities; all off-hours activity shall be logged.
- d. Security officers shall report immediately (to the facility's on-site Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Contract Manager, within 2 hours after the start of the next County workday, a detailed, narrative report of any incidents concerning the events outlined above.

7. Supervisor's Inspection

- a. Contractor shall provide sufficient supervisory staff on each shift to ensure that each post assignment is inspected at least once each shift. Furthermore, the Contractor or its designated representative shall meet, at a minimum, on a monthly basis with the facility's on-site Contract Manager.
- b. The Contractor's supervisor shall attempt to resolve all routine questions concerning the post assignments. Where unresolved questions arise, the supervisor shall contact the CM and/or PWR for direction. In the event of an emergency, the supervisor shall be notified immediately by the security officer on-duty.

8. Inquiries and Complaints

- a. The Contractor shall maintain and operate an active telephone line at an office within the County of Los Angeles and operated by a responsible person(s) who will take the necessary action regarding all inquiries and/or complaints that may arise from security officers, the public, or County personnel. This person(s) shall be available during patrol service hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage.
- b. The Contractor's office staff shall maintain an updated written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. This recorded log of complaints shall be made available for review and inspection by the CM and/or PWR upon request.

F. Responsibilities of the Contractor

- 1. Contractor shall not use any Subcontractor(s) in the performance of this Contract.
- 2. Contractor shall possess and maintain a valid and active California-issued private patrol operator license throughout the duration of the Contract.
- Contractor shall have a minimum of 5 years of experience providing security services to private or public institutions performing the type of services detailed in this Exhibit A, Scope of Work.
- 4. Contractor's supervising employee shall have a minimum of 3 years of experience supervising security operations similar to those detailed in this Exhibit A, Scope of Work.
- 5. Contractor shall provide an annual performance bond in the amount not less than 50 percent of the total annual Contract term amount for all Contract terms including optional years, if exercised.
- 6. Contractor shall adhere to any requests for changes in service schedules and service type, as the needs of the County may vary. Contractor shall provide security officer(s) at the level and rate requested at the discretion of the CM and/or PWR.
- 7. Where applicable, Contractor shall ensure patrol rounds are made with the use of a Detex wand per frequency requested by the CM and/or PWR for each shift. In the event the wand is inoperable, tours shall be done manually, reported and logged.
- 8. Where applicable, Contractor shall ensure GPS tracking is operational and guards have provided real-time access to the CM/PWR or on-site designee each shift. In the event the GPS tracking is inoperable, tours shall be done manually, reported and logged. Additionally, the hourly rate billed for shifts requiring GPS tracking will be billed at the rate for non-GPS enabled security officer until the GPS tracking is enabled and accessible.
- 9. Where applicable, General Responsibilities shall include the following:
 - a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.
 - b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall fluently speak and write the English language.

- c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
- d. Security officers shall be over the age of 18.
- e. Security officers shall have a working knowledge of pertinent Penal Code Sections, i.e., powers of arrest, etc.
- f. Security officers shall be registered and be certified by the State of California, Bureau of Security and Investigative Services (BSIS.) and shall fulfill any other State or local license requirements. Security officers shall possess:
 - 1) California Guard Registration Card
 - 2) Valid and active California Class "C" Driver's License
 - 3) Valid and active Social Security Card
 - 4) Selective Service Card or military discharge papers (DD214, if a Veteran)
 - 5) California Firearms Qualification Cards (for armed security officers)
 - 6) Bureau of Security and Investigative Services impact weapon (baton) training
 - 7) Security officers shall complete drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last 10 years
 - 8) Security officers shall possess a valid Red Cross or American Heart Association Certification in First Aid
 - 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR)
 - 10) Security officers shall be certified to use an Automated External Defibrillator (AED)
- g. Security officers shall be in good physical condition and able to carry out the requirements of the job.
- h. The Contractor shall provide a resume to the CM and/or PWR for each security officer identified to be employed under this Contract.

- Resume requirements are outlined in this Exhibit A, Scope of Work, Section O.6, Security Personnel Background and Experience.
- i. All security officers performing work shall meet the above standards and the Contractor shall provide a written certification to the CM and/or PWR, at least one working day prior to assignment of a security officer for Public Works facility.
- j. No security officer shall be assigned to a shift before receiving at least four hours on-site training (paid by the Contractor at least the living wage rate, as required by and in accordance with Los Angeles County Code Section 2.201.040) from the Contractor's supervisory employee.
- k. All full-time (more than 35 hours per week) security officers assigned to this Contract shall limit outside employment to no more than 24 hours per week.
- I. At the request of the CM and/or PWR, the Contractor shall remove from work, any security officer who fails to meet the aforementioned requirements and any other obligations/regulations described herein. The Contractor shall immediately replace any security officer removed or unavailable, in order to continue the required service levels.

10. Additional Obligations

- a. The Contractor certifies that officers assigned to work at Public Works facilities, that those persons are in sound physical and emotional health necessary to perform the duties required of their post.
- b. Public Works locations and/or patrol areas in use by the Contractor shall be subject to inspection and shall be accessible to Public Works personnel or other public entities responsible for the inspection of other County and public facilities.at any and all times, if requested.
- c. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The Contractor may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss and/or damages, other than normal wear and tear, of said equipment.
- d. The Contractor shall be responsible for and provide security of all supplies and equipment under the Contractor's control or use during the course of this Contract.

- e. The Contractor may be required to provide minor short-term investigative surveillance services. The Contractor shall be responsible to hold all required State of California licenses and/or certifications to provide such services and be paid at the Contractor's armed Sergeant hourly rate indicated in Forms PW-2.1A 2.4A, Schedule of Prices, unless otherwise agreed upon.
- f. Upon Public Works' written request, the Contractor may be required to provide the services of one or more armed or unarmed Lieutenant or Security Directors, as defined in this Exhibit A, Scope of Work, Section H.2, Contract Administration, Role of Contractor's Staff. The Contractor's compensation for Lieutenant shall be at the hourly rate indicated on the Schedule of Prices Form for the given term (Exhibit A.1).

11. Security Regulations

- a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the work location. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary disturbance at any work location and shall be subject to all rules and regulations which govern that location.
- b. All weapons shall be in the custody of the security officer at all times.
- c. The Contractor shall immediately report to the facility's on-site Contract Manager for any accidents and/or loss of equipment, supplies, etc.
- d. The Contractor shall provide the CM and/or PWR with an updated staffing plan, with a complete list of employees who can be assigned to perform Contract work. The plan shall include all required permits and licenses, age, address, classification, date of birth, driver's license number, and length of service with Contractor. Whenever personnel changes on this Contract are made, Contractor shall supply an updated staffing plan.
- e. Where applicable, keys and other items issued by the County to the Contractor's employees shall be picked up at the beginning of each shift and returned to the facility's designated on-site staff at the end of each shift, or as directed by the CM and/or PWR.
- f. Public Works will not pay overtime to Contractor's employees required to work a 4/40 work week, if any. If a 4/40 work schedule is to be implemented, the Contractor shall be responsible for obtaining all necessary labor approvals from its employees in accordance with

all applicable labor law codes and legal requirements for the work to be performed under this Contract.

- g. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct which may be considered unsuitable are:
 - 1) Vacating assigned post without authorization.
 - 2) Leaning against walls, doors, etc.
 - 3) Idle talk with other security personnel, County employees, or visitors.
 - 4) Reading newspapers, magazines, or other nonwork-related materials.
 - 5) Listening to radios, TVs, or CD players, or any other electronic devices.
 - 6) Wearing of headphones
 - 7) Rude or imprudent conduct or actions directed to, or in the presence of County employees and/or visitors.
 - 8) Using cellular phones for personal business.
 - 9) Playing handheld computer devices, i.e., iPod, iPad, tablets, etc.

12. Emergency Conditions/Work Action

In the event of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the facility's on-site Contract Manager. The Contractor and its employees shall cross picket lines and provide contracted services during any work action or strike.

G. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the CM and/or PWR on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

- 1. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
- 2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

- 3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available upon request by the County during the term of this Contract.
- Updated information for all Contractor's staff including but not limited to completed training, certifications, permits, licenses, etc. This information shall be made available upon request by the County during the term of this Contract.
- 5. The methods for continuing assured service to the County in the event of a strike of the Contractor's employees.

H. <u>Contract Administration</u>

1. Role of County Staff: Contract Manager

Contractor shall perform security services as directed by and to the satisfaction of the CM. As stated in Section A of this Exhibit A, Scope of Work, CM may designate other Public Works Representatives (PWR) for their respective facilities for activities related to the services under this Contract. PWR will be made available to the Contractor to answer questions and provide the necessary liaison between the Contractor and Public Works. In the case of disputes arising from the quality of work performed, the opinion of the CM shall prevail.

2. Role of Contractor's Staff: Security Director and/or Account Manager

The Contractor shall assign an Account Manager and/or Executive who will operate in the capacity of Security Director for this Public Works' Contract account. The Director of Security shall function as the liaison between the Contractor and the CM and/or PWR and shall be responsible at all times for the supervision of all of the Contractor's personnel. The Security Director shall meet with the CM and/or PWR prior to the commencement of this Contract to coordinate for the performance of security services as required for each specific location. Additionally, the Contractor's Security Director shall ensure the following:

- a. Provide a telephone number(s) where he/she (or designated alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.
- b. Provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- d. Provide adequate and competent staff to fulfill all duties required by this Contract as detailed in Section O, Specific Tasks, of this Exhibit

- A, Scope of Work. No changes in key personnel shall be made subsequent to the award of this Contract without prior knowledge and approval of the County.
- e. Have a minimum of 5 years of experience in the management and operation of security services.
- f. The Security Director and any security personnel employed thereunder (sergeant, lieutenants, officers, etc.) shall be able to read, write, speak, and understand the English language.

I. County-Furnished Items

- 1. Public Works will furnish, without cost, to the Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:
 - a. The County will provide facilities with telephone service for the Contractor's use. The Contractor shall be prohibited from using County facilities for conducting other business interests which are not related to, or required for, County security services. The Contractor's telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the CM and/or PWR on a monthly basis to determine if the Contractor's phone usage is excessive or unreasonable.
 - b. The Radio-telephone Operations Manual provided by the County will provide security officers with information on the proper use of hand-held radios, which may be used.
 - c. The County may provide radios for the Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
- 2. Prior to the start of the Contract, the Contractor and the CM and/or PWR shall prepare an Equipment Inventory, Damage, and Loss Liability form, if applicable (see Exhibit J) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by the Contractor and CM and/or PWR, and if the equipment is found to be defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (see Exhibit H) will be issued by the CM and/or PWR. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.
- 3. The Contractor shall not make any alterations to the equipment or facilities unless written permission from the CM and/or PWR is granted.

4. All equipment provided shall, at all times, be kept clean, well prepared, and up to Contract performance standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

J. <u>Contractor-Furnished Items</u>

- 1. The County will not furnish uniforms. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
 - a. Trousers/skirt
 - b. Shirt/blouse
 - c. Belt, shoes, and socks solid black
 - d. Shoulder patches
- 2. The Contractor shall provide its own badges and shoulder patches, which shall be in full compliance with all legal requirements.
- 3. The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items, such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no additional expense to Public Works. All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by Contractor at no additional expense to Public Works.
- 4. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.
- 5. The items outlined below will not be furnished, maintained, or paid for by the County. Armed and unarmed security officers shall be equipped with the following items:
 - a. Sam/Sally Browne belt (gun belt);
 - b. Handcuff case;
 - c. Set of handcuffs, plus female key;
 - d. Four (4) keepers;
 - e. Key snap;

- f. One heavy-duty, three or five cell flashlights, with batteries;
- g. Radio with holder/pouch;
- h. Name tag and Badge, to be worn on uniform at all times;
- Side-handle Baton with Baton ring or collapsible Side-handle Baton with Baton ring. Handler, 12" or ASP (12" or 26") expandable straight stick;
- j. Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in a holster);
- k. Holster (armed security officers only);
- I. Smith & Wesson, Colt, Ruger four-inch barrel, blue or stainless steel finish, double action, with a firing pin block .38 caliber revolver or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and a half-inch barrel, blue or stainless steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position; or Glock 17 or 19 in 9mm caliber (armed security officers only);
 - The semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on. These firearms have been approved by the County of Los Angeles Sheriff's Department (LASD) as meeting their testing requirements for safety, performance, quality, and training procedures.
- m. Ammunition pouch (armed security officers only);
 - Ammunition pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semi-jacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon, 9mm jacketed or semi-jacketed hollow point only.
- n. Rain gear (as necessary);
- Jacket (as necessary);
- p. Patrol vehicles (as necessary).

K. Weapons List

The Contractor shall provide the CM and/or PWR with the make and serial number of each security officer's weapon. The list shall be provided prior to a security officer being assigned to a Public Works facility.

L. <u>Identification Badges</u>

The Contractor shall issue its employees a photo-identification badge. It is mandatory that each of Contractor's employees wear their identification badge while working at County locations. The location on the uniform where the identification badge shall be worn will be approved by Public Works.

M. Special Safety Requirements

All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works' jobsites.

N. 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 suspension of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

O. Specific Tasks

The tasks outlined below are specific but may vary from facility to facility. Contractor shall prepare a work plan in concert with the facility's on-site Contract Manager, including a security officer's Beat Instruction Book, which shall include tasks for all Contractor personnel, including supervisors and the Contract Director. A copy of the work plan for each facility shall be submitted to the facility's on-site Contract Manager within 30 days of the start of this Contract. The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, location of any safes, special instructions concerning the particular assignment, etc. Contractor shall update the Beat Instruction Books at least once a year or more often, if necessary. The security officer's performance on assignment shall conform to the written instructions in the post orders.

1. Security Officer's Tasks

The following is a list that includes, but is not limited to, tasks that are expected of a security officer. The security officer shall:

- a. Report to work on time.
- b. Not be relieved of the duties of their post before their scheduled shift, unless otherwise approved by the CM and/or PWR.

- c. Be courteous and professional.
- d. Maintain good personal and uniform appearance.
- e. Monitor parking, as directed.
- f. Intervene to terminate injurious acts.
- g. Patrol an area or facility as directed by the CM and/or PWR, for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- h. Conduct searches of individuals for weapons, if necessary.
- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action, if necessary.
- j. Answer questions of visitors regarding geographic locations, services, and functions.
- k. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- I. Detect and prevent the introduction of prohibited or unpermitted contraband to a facility.
- m. Punch a time clock at assigned station, as directed.
- n. Open/close and lock/unlock doors and gates, as directed.
- Reduce and/or turn off facility lighting and close window coverings, as required.
- p. Verify the security of safes and other areas where equipment or materials of value are stored.
- q. Raise and lower flags.
- r. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- s. Respond to reports of ill or injured patrons, visitors, or employees; render first aid and cardiopulmonary resuscitation; and notify supervisor if further assistance is considered necessary or desirable.
- t. Immediately relay reports of bomb threats to the facility's on-site Contract Manager.
- u. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.

- v. Report malfunctioning equipment, liquid spills, and other such matters to the facility's on-site Contract Manager.
- w. Monitor alarm systems and electronic surveillance equipment.
- x. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate the situation encountered, and take prescribed action.
- y. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses, and suspects to ascertain or verify facts.
- z. Pursue and apprehend persons suspected of damaging County property and/or injuring County employees or visitors to Public Works facilities, if necessary.
- aa. Detain suspects pending transportation and booking by local law enforcement agency, if necessary.
- bb. Operate a bicycle, motor cart, or automobile, where directed.
- cc. Have knowledge in the care and use of an impact weapon (baton).
- dd. Have knowledge of self-defense and restraint procedures.
- ee. Communicate effectively with individuals and the general public.
- ff. React quickly, take command of an emergency situation.
- gg. Use good judgment and discretion in handling the unruly or trespassing public.
- hh. Remember facts and details concerning specific situations.
- Alert CM and/or PWRs of any suspicious activity observed during shift hours and provide recommendation for possible pre-emptive action.
- jj. Maintain complete reports and logs and provide such documents in a timely manner, when requested by the CM and/or PWR. Such documents include but are not limited to nonemployee injury reports, detailed incident reports, timesheet logs, etc.
- kk. Provide escort services, within 5 minutes of the request or as required.
- II. Assist other security officers.
- mm. Hold over at the facility until properly relieved.
- nn. Take primary photographs as required.

- oo. Activate fire or other emergency procedures as required.
- pp. Call and notify law enforcement authorities, fire department, paramedics, etc., as required.
- 2. Security Director/Account Manager (Executive) Tasks

The following is a list that includes, but is not limited to, those tasks that are expected of Contractor's supervisor. The supervisor shall:

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper methods and explain conditions under which deviations are permissible.
- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal and uniform appearance.
- Update and explain post procedures.
- k. Have working knowledge of radio procedures.
- I. Conduct investigations.
- m. Complete all necessary reports specified in this Contract.
- n. Review subordinates' reports.
- Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

- a. Maintain the Quality Control Plan
- b. Report to and meet with the facility's on-site Contract Manager, as required.
- c. Respond to Contract Discrepancy Reports.

- d. Establish policy and procedures with regard to each respective post location, with the advice and consent of the facility's on-site Contract Manager.
- e. Ensure sufficient availability of security officers to cover Public Works' requirements.

4. Regulations and Forms

- a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.
- b. The following is a list of Exhibits (F through L) applicable to the security Statement of Work:
 - Exhibit F Performance Requirements Summary
 - Exhibit G Security Services Group Locations and Schedules
 - Exhibit H Contract Discrepancy Report
 - Exhibit I Notice of Proposed Payment Adjustment
 - Exhibit J Equipment Inventory, Damage, and Loss Liability
 - Exhibit K Statement of Loss of County Security Equipment
 - Exhibit L Bond for Faithful Performance

5. Performance Requirements Summary

Performance Requirements Summary (Exhibit F) lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

a. Quality Assurance

The Contractor's performance will be compared to the Contract standards for acceptable levels of service in accordance with all applicable terms and conditions of this Contract including all performance indicators detailed in Exhibit F, Performance Requirements Summary.

The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

- 1) Random sampling
- 2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance
- 3) Customer complaints
- b. Unacceptable Performance

For unsatisfactory services surveyed by sampling, the Contractor shall be required to immediately correct issues found by the County to be unacceptable.

c. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when discrepancies found by the CM and/or PWR upon surveillance do not violate the standards for acceptable performance as indicated in this Contract.

When the CM and/or PWR determines the performance is unacceptable, a Contract Discrepancy Report will be issued to the Contractor which will explain, in writing, the unacceptable performance. The Contractor shall complete the report by outlining how performance will be returned to acceptable levels and how recurrence of the problem shall be prevented in the future. The CM and/or PWR will evaluate Contractor's explanation and determine, if full payment or partial payment is applicable and inform the Contractor. The County may alternatively enforce any applicable remedies as detailed in this Exhibit A, Scope of Work, Section V, Liquidated Damages.

6. Security Personnel Background and Experience

All security officers and security supervisors providing services under this Contract shall comply with background investigations and training requirements to the satisfaction of the County notwithstanding the following.

a. Contractor shall provide documentation of all completed background investigations and required training for all security personnel upon request from the CM and/or PWR. If such documentation is not provided as required, this Contract may be subject to suspension or

- termination. The County reserves the final decision as to the suitability of security officers and supervisors who will be assigned to perform work on this Contract.
- b. Given the potentially sensitive nature of the work to be performed, and the materials, equipment, and weapons that are involved, Contractor shall perform background investigations prior to employment and assignment to any work under this Contract. Public Works reserves the right to request these and additional background investigations for any and all Contractor personnel at any time during employment of said personnel.
- c. In any event of non-approval of any of the Contractor's security personnel or staff, all disqualifying information is to be kept confidential and is not reviewable by the Contractor.
- d. The Contractor's personnel may be required to pass the County's background investigation for Contract security officers and shall be fingerprinted and/or interviewed at Los Angeles Sheriff's Department (LASD) facility prior to being approved for employment on this Contract. Public Works, in its sole discretion, reserves the right to initiate the LASD investigation process for any and all of the Contractor's personnel, as necessary.
- e. Contractor shall be responsible for reimbursement or direct payment to the LASD for any and all expenses associated with performing each background investigation.
- f. The background investigation process, requirements, guidelines and provisions expressed herein are subject to change at any time at the sole discretion of the County.
- g. Contractor's security personnel and staff who have been involved in any of the following may <u>not</u> be accepted, consistent with applicable law:
 - 1) Any felony conviction
 - 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions
 - Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse
 - 4) Conduct that would preclude the Contractor from receiving a bond

- 5) Any pattern of irresponsible behavior, including, but not limited to, unsatisfactory driving or employment record, or any pattern of recent or habitual drug use
- h. The Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:
 - 1) General Information The candidate's name, age, current address, security officer's classification, social security number, and date of birth.
 - 2) Employment History A chronological list of all jobs held by candidate and any period of unemployment during the last 10 years, highlighting security experience.
 - 3) Military Record All military experience (regular or reserve) shall be documented, if applicable. Contractor shall provide a copy of candidate's Selective Service Card or military discharge papers (DD214). If the candidate does not possess a Selective Service Card or military discharge papers, explain why the documents are unavailable.
 - 4) Criminal Record Any criminal record of the candidate shall be fully disclosed.
- i. Security Director (Account Manager/Executive) Equivalent of 5 years' paid experience managing security service operations.
- j. Lieutenant (Account Supervisor/Watch Commander) Equivalent of 2 years' security supervisory experience.
- k. Sergeants (Site Supervisor) Equivalent of 3 years' paid armed security experience and 1 years' security supervisory experience.
- I. Armed Security Officers Equivalent of 3 years' paid armed security experience.
- m. Unarmed Security Officers Equivalent of 2 years' paid security experience.
- n. All security officers and supervisors shall possess the following, unless otherwise noted:
 - 1) Active and valid State of California Guard Registration Card
 - 2) Active and valid State of California Weapons Permit (unless unarmed)

- 3) Impact weapon (baton) training certification as approved by BSIS
- 4) Active and valid First Aid Certificate or EMS Certificate
- 5) Active and valid Cardiopulmonary Resuscitation Certificate
- 6) Active and valid Automated External Defibrillator Certificate
- 7) Active and valid California Class "C" Driver's License

The Contractor personnel assigned to this Contract shall not allow their cards, permits, certifications, and/or licenses to expire. The Contractor shall maintain its private patrol operator license and its employees' valid California issued Security Guard Registration Cards during this Contract's term.

o. The Contractor shall not assign employees under the age of 18 to perform work under this Contract.

P. <u>Invoices</u>

- 1. The Contractor shall submit monthly invoices, electronically in a Portable Document Format (PDF), for work performed during the preceding month. Invoices must be received by Public Works in a timely manner.
- 2. The Contractor's hourly rates as identified in the Schedule of Prices Forms PW-2.1A 2.4A, for the given term, shall include the performance of all tasks described in this Contract's Exhibit A, Scope of Work.
- 3. The Contractor shall submit with their monthly invoices, all the security personnel hourly log sheets to corroborate the invoices.
- 4. The County may withhold payment of invoices until any requested information or documents are received and/or issues of contention are resolved to the satisfaction of Public Works.

Q. Utilities

The County will not provide utilities.

R. Storage Facilities

The County may provide storage facilities for the Contractor, as directed by the CM and/or PWR.

S. Removal of Debris

Any 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.

In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the CM and/or PWR. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Exhibit A, 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.

T. Responsibilities of Public Works

The County, at its sole discretion, will determine the need for, and provide its own jobsite inspection.

U. <u>Gratuities</u>

- 1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
- 2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
- 4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

V. <u>Liquidated Damages</u>

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

indicated in Exhibit F, Performance Requirements Summary, each time the Contractor fails to satisfy the performance standards.

a. Contractor Payment

Contractor will be paid for the total number of hours of acceptable performance worked in the previous month. If in the opinion of the CM and/or PWR, the Contractor's performance of their post orders or duties are unacceptable, the County may withhold payment of invoices or deduct a percentage or the number of hours of unacceptable service.

b. Adjustment for Deviation

The Performance Requirements Summary (Exhibit F) contains a column entitled "Deductions for Failure to Meet Performance Indicator". Invoices may be assessed deductions in accordance with this Exhibit for instances of nonperformance as detailed therein. Said deduction(s) shall be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

c. Notice of Adjustments

The County will give the Contractor written notice (Exhibit I) of any adjustments pursuant to this section. Contractor shall respond to the notice within five calendar days of receipt thereof. If there is no response from the Contractor within this five-day period, it denotes Contractor's agreement with adjustments.

W. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance

Programs (OFCCP) may be obtained by going to the following website: https://www.sam.gov/portal/SAM/.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP A: NORTHEAST REGION (BRC0000374)

Northeast Locations: Eaton Yard and Miscellaneous Patrols/Intermittent Service

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.1A (Northeast), for Term 1 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1A-2.4A, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Unarmed)	\$_32.88/hr.	7,116_	\$_233,974.08
2.	Security Officer (Armed)	\$ <u>34.18</u> /hr.	1,500	\$_51,270.00
3.	Security Supervisor (Armed)	\$_35.90/hr.	_500_	\$_17,950.00
4.	Security Manager (Armed)	\$ <u>38.45</u> /hr.	_500_	\$_19,225.00
	TOTAL	PROPOSED A	NNUAL PRICE:	\$ 322,419.08

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP A: NORTHEAST REGION (BRC0000374)

Northeast Locations: Eaton Yard and Miscellaneous Patrols/Intermittent Service

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.2A (Northeast), for Term 2 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1A-2.4A, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Unarmed)	\$ <u>34.50</u> /hr.	7,116	\$_245,502.00
2.	Security Officer (Armed)	\$ <u>35.90</u> /hr.	1,500	\$_53,850.00
3.	Security Supervisor (Armed)	\$ <u>37.70</u> /hr.	_500_	\$_18,850.00
4.	Security Manager (Armed)	\$_40.38/hr.	_500_	\$_20,190.00
	TOTAL	PROPOSED A	NNUAL PRICE:	\$338,392.00

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP A: NORTHEAST REGION (BRC0000374)

Northeast Locations: Eaton Yard and Miscellaneous Patrols/Intermittent Service

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.3A (Northeast), for Term 3 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1A-2.4A, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Unarmed)	\$ <u>35.98</u> /hr.	7,116	\$_256,033.68
2.	Security Officer (Armed)	\$ <u>37.40</u> /hr.	1,500	\$_56,100.00
3.	Security Supervisor (Armed)	\$_39.28/hr.	_500_	\$_19,640.00
4.	Security Manager (Armed)	\$ <u>42.08</u> /hr.	_500_	\$21,040.00
	TOTAL	. PROPOSED A	NNUAL PRICE:	\$352,813.68

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP A: NORTHEAST REGION (BRC0000374)

Northeast Locations: Eaton Yard and Miscellaneous Patrols/Intermittent Service

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.4A (Northeast), for Term 4 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1A-2.4A, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Unarmed)	\$ <u>37.35</u> /hr.	7,116	\$_265,782.60
2.	Security Officer (Armed)	\$ <u>38.80</u> /hr.	1,500	\$_58,200.00
3.	Security Supervisor (Armed)	\$ <u>40.78</u> /hr.	_500_	\$20,390.00
4.	Security Manager (Armed)	\$ <u>43.68</u> /hr.	_500_	\$21,840.00
	TOTAL	PROPOSED A	NNUAL PRICE:	\$366,212.60

SCHEDULE OF PRICES SUMMARY SHEET FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP A: NORTHEAST REGION (BRC0000374)

Northeast Locations: Eaton Yard and Miscellaneous Patrols/Intermittent Service

As shown on Exhibit G

The rates provided herein correspond with the totals from Schedule of Prices, Forms PW-2.1A through PW-2.4A. Should there exist any inconsistency between the amount shown here and the amount calculated based on the Proposer's submitted hourly rates, the true and correct amount based on hourly calculation of rates (hourly rate multiplied by estimated units) shall prevail.

TERM	DESCRIPTION	TOTAL PROPOSED PRICE
1 of 4	Initial Term (Form PW-2.1A)	\$_322,419.08
2 of 4	Option Term 1 (Form PW-2.2A)	\$_338,392.00
3 of 4	Option Term 2 (Form PW-2.3A)	\$352,813.68
4 of 4	Option Term 4 (Form PW-2.4A)	\$366,212.60
тот	AL OVERALL PROPOSED PRICE: (SUM OF ALL 4 TERMS ABOVE)	\$ 1,379,837.36
AVERA	AGE ANNUAL PROPOSED PRICE: (SUM OF ALL TERMS DIVIDED BY FOUR)	\$ 344,959.34

By submission of this Proposal, and signed Declaration form Proposer certifies under penalty of perjury that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.									
LEGAL NAME OF PROPOSER									
Absolute Security Intl Corp dba Ab	solute International Security								
PHONE	Mobile	E-Mail Address							
(626) 858-7188	(213) 631-3110	llin@absolutesecurityintl.com							
Business License No. State Private Patrol Operator's License No. Date									
City of Irwindale, BL No. 009443 PPO 16302 03/14/2023									

TERM 1 of 4

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000347)

• GROUP A - Northeast Region

POSITION/TITLE *		ı	HOUR	S PEF	R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	COST
EATON YARD	24	12	12	12	12	12	24	108	5616		
Unarmed Security Officer (1)	8	6	6	6	6		8	40	2080	\$19.70	\$ 40,976.00
Unarmed Security Officer (2)	8	6	6			6	8	34	1768	\$19.70	\$ 34,829.60
Unarmed Security Officer (2)	8			6	6	6	8	34	1768	\$19.70	\$ 34,829.60
ADDITIONAL ON-CALL											
Unarmed Security Officer			0	N-CAL	L			Varies	1500	\$19.70	\$ 29,550.00
Armed Security Officer			0	N-CAL	L			Varies	1500	\$20.50	\$ 30,750.00
 Armed Security Sergeant (Supervisor) 			0	N-CAL	L			Varies	500	\$21.50	\$ 10,750.00
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$23.00	\$ 11,500.00
Comments/Notes:										Total Salaries	\$ 193,185.20
1. All officers will be full-time emplo	yees.	Any c	ffice	rs	(1) Vacations, Sick Leave, Holiday				\$ 6,678.88		
with under 35 hours will have hours f	rom o	ther s	ites to)	(2) Health Insurance				\$ 13,540.08		
make a total over 35 hours.					(3) Payroll Taxes & Workers' Compensation					\$ 37,423.12	
					(4) Welfare and Pension					\$ 5,798.44	
					Total Employee Benefits (1+2+3+4)					\$ 63,440.52	
					(5) Equipment Costs					\$ 3,835.24	
					(6) Service and Supply Costs					\$ 36,551.52	
					(7) General and Administrative Costs					\$ 19,318.52	
					(8) Profit						\$ 6,088.08
									Total Other Co	osts (5+6+7+8)	\$ 65,793.36
							ΤΟΤΑ	AL PROPO	SED ANNU	JAL PRICE:	\$ 322,419.08

- All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
- ** Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

Absolute International Security	Lucy Lin	
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

TERM 2 of 4

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000347)

• GROUP A - Northeast Region

POSITION/TITLE * HOURS PER					R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	COST
EATON YARD	24	12	12	12	12	12	24	108	5616		
Unarmed Security Officer (1)	8	6	6	6	6		8	40	2080	\$20.60	\$ 42,848.00
Unarmed Security Officer (2)	8	6	6			6	8	34	1768	\$20.60	\$ 36,420.80
Unarmed Security Officer (2)	8			6	6	6	8	34	1768	\$20.60	\$ 36,420.80
ADDITIONAL ON-CALL											
Unarmed Security Officer			С	N-CAL	L			Varies	1500	\$20.60	\$ 30,900.00
Armed Security Officer			С	N-CAL	L			Varies	1500	\$21.50	\$ 32,250.00
Armed Security Sergeant (Supervisor)			С	N-CAL	L			Varies	500	\$22.60	\$ 11,300.00
Armed Security Lieutenant (Manager)			С	N-CAL	_L			Varies	500	\$24.15	\$ 12,075.00
Comments/Notes:										Total Salaries	\$ 202,214.60
1. All officers will rs.be full-time emp	loyees	s. Any	offi	cers	(1) Vacations, Sick Leave, Holiday					\$ 7,058.52	
with under 35 hours will have hours f	rom ot	ther si	tes to)	(2) Health Insurance				\$ 14,147.04		
make a total over 35 hours.					(3) Payroll Taxes & Workers' Compensation				\$ 39,132.84		
					(4) Welfare and Pension					\$ 6,086.92	
					Total Employee Benefits (1+2+3+4)					\$ 66,425.32	
					(5) Equipment Costs					\$ 4,027.56	
						(6) Service and Supply Costs					\$ 38,312.40
						(7) General and Administrative Costs					\$ 20,223.96
					(8) Profit				\$ 7,188.16		
									Total Other Co	osts (5+6+7+8)	\$ 69,752.08
							ΤΟΤ	AL PROPO	SED ANNU	IAL PRICE:	\$ 338,392.00

- All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
- ** Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

Absolute International Security	Lucy Lin	
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

TERM 3 of 4

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000347)

• GROUP A - Northeast Region

POSITION/TITLE * HOURS PE					R DAY			HOURS	ESTIMATED	D HOURLY		CALCULATED
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**		COST
EATON YARD	24	12	12	12	12	12	24	108	5616			
Unarmed Security Officer (1)	8	6	6	6	6		8	40	2080	\$21.60	\$	44,928.00
Unarmed Security Officer (2)	8	6	6			6	8	34	1768	\$21.60	\$	38,188.80
Unarmed Security Officer (2)	8			6	6	6	8	34	1768	\$21.60	\$	38,188.80
ADDITIONAL ON-CALL												
Unarmed Security Officer			0	N-CAL	L			Varies	1500	\$21.60	\$	32,400.00
Armed Security Officer			0	N-CAL	L			Varies	1500	\$22.40	\$	33,600.00
Armed Security Sergeant (Supervisor)			0	N-CAL	L			Varies	500	\$23.25	\$	11,625.00
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$25.15	\$	12,575.00
Comments/Notes:										Total Salaries	\$	211,505.60
1. All officers will rs.be full-time emp	oloyee	s. Any	/ offi	cers	(1) Vacations, Sick Leave, Holiday				\$	7,347.00		
with under 35 hours will have hours f	rom o	ther si	tes to)	(2) Health Insurance				\$	14,795.16		
make a total over 35 hours.					(3) Payroll Taxes & Workers' Compensation				\$	40,874.88		
					(4) Welfare and Pension					\$	6,355.40	
					Total Employee Benefits (1+2+3+4)					\$	69,372.44	
					(5) Equipment Costs					\$	4,219.88	
					(6) Service and Supply Costs					\$	40,109.44	
					(7) General and Administrative Costs					\$	21,155.56	
					(8) Profit				\$	6,450.76		
									Total Other Co	osts (5+6+7+8)	\$	71,935.64
							ΤΟΤ	AL PROPO	OSED ANNU	IAL PRICE:	\$	352,813.68

- All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
- ** Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

Absolute International Security	Lucy Lin	
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000347)

• GROUP A - Northeast Region

POSITION/TITLE *	HOURS PER DAY							HOURS	ESTIMATED	HOURLY	CALCULATED	
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	COST	
EATON YARD	24	12	12	12	12	12	24	108	5616			
Unarmed Security Officer (1)	8	6	6	6	6		8	40	2080	\$22.40	\$ 46,592.00	
Unarmed Security Officer (2)	8	6	6			6	8	34	1768	\$22.40	\$ 39,603.20	
Unarmed Security Officer (2)	8			6	6	6	8	34	1768	\$22.40	\$ 39,603.20	
ADDITIONAL ON-CALL												
Unarmed Security Officer	ON-CAL				L			Varies	1500	\$22.40	\$ 33,600.00	
Armed Security Officer	ON-CAL				.L			Varies	1500	\$23.30	\$ 34,950.00	
Armed Security Sergeant (Supervisor)	ON-CAL				LL		Varies	500	\$24.40	\$ 12,200.00		
Armed Security Lieutenant (Manager)	ON-CALI				L			Varies	500	\$26.10	\$ 13,050.00	
Comments/Notes:										Total Salaries	\$ 219,598.40	
1. All officers will rs.be full-time employees. Any officers				cers	(1) Vacations, Sick Leave, Holiday					\$ 7,635.48		
with under 35 hours will have hours from other sites to)	(2) Health Insurance					\$ 15,387.12		
make a total over 35 hours.				(3) Payroll Taxes & Workers' Compensation					\$ 42,316.12			
				(4) Welfare and Pension					\$ 6,572.72			
					Total Employee Benefits (1+2+3+4)					\$ 71,911.44		
					(5) Equipment Costs					\$ 4,412.20		
					(6) Service and Supply Costs					\$ 41,860.32		
					(7) General and Administrative Costs					\$ 21,959.84		
					(8) Profit					\$ 6,470.40		
Total Other Costs (5+6+7+8					\$ 74,702.76							
							ΤΟΤ	AL PROPO	SED ANNU	IAL PRICE:	\$ 366,212.60	

- All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
- ** Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

Absolute International Security	Lucy Lin	
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. <u>Ambiguities or Discrepancies</u>

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 will be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy will 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 must be interpreted as follows:

<u>Agreement</u>. The written, signed accord covering the performance of the requested service.

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

<u>Contract</u>. 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.

<u>Contractor</u>. 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.

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

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

<u>Day</u>. Calendar day(s) unless otherwise specified.

<u>Direct Employee</u>. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

<u>Director</u>. 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).

<u>District</u>. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

<u>Employee Leasing</u>. Any agreement to employ any worker, at any tier, that is not: a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.

<u>Fiscal Year</u>. The 12-month period beginning July 1 and ending the following June 30.

<u>Maximum Contract Sum</u>. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

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

<u>Proposer</u>. 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. Los Angeles County Public Works.

<u>Solicitation</u>. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

<u>Specifications</u>. 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.

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

<u>Subcontractor</u>. 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. <u>Headings</u>

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 will 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 will 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 will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract will 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 will not exceed 180 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 will be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it will be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 2. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must 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 will be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or 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, will 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 will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. <u>Authorization Warranty</u>

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 will also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor must 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 will be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor must 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 must 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 must 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 must submit proposed changes to County for approval before implementation.
- 5. Contractor must 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 must be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 7. Copies of all written responses must be sent to the Contract Manager within three business days of mailing to the complainant.

F. <u>Compliance with Applicable Laws</u>

- 1. In the performance of this Contract, Contractor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 2. Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor must not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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 will, 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. <u>Confidentiality</u>

- Contractor must 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 must indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment,

County will be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor must inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. <u>Conflict of Interest</u>

- No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract must 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 must 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, including those identified in Section 2.180.010, it must immediately make full written disclosure of such facts to Full written disclosure must include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

J. <u>Consideration of Hiring County Employees Targeted for Layoffs or are on a County</u> Re-employment List

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

- Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor must 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 will mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.
- 2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees will be given first priority.

L. <u>Contractor's Acknowledgment of County's Commitment to Child Support</u> 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. <u>Contractor's Charitable Activities Compliance</u>

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 section of Form PW-3, Certification of Compliance, 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. <u>Contractor's Warranty of Adherence to County's Child Support Compliance</u> 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 will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant 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. <u>Damage to County Facilities, Buildings, or Grounds</u>

- 1. Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
- 2. Such repairs must 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 must be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor costs incurred by County to make such repairs

Q. <u>Employment Eligibility Verification</u>

- 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
- 2. Contractor must 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. <u>Counterparts and Electronic Signatures and Representations</u>

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. <u>Fair Labor Standards</u>

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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

- Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
- 2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor must 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 subparagraph, 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 will 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, will be exclusively in the County of Los Angeles.

V. <u>Most Favored Public Entity</u>

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 must 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 must 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 must certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
- 3. Contractor must 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 must 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 must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 6. Contractor must 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 will 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 will 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 will, 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 will be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

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

Contractor must 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract must not constitute a waiver of County's right to recover such payment from Contractor. This provision will 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 must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor must 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 must notify its employees, and must 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 must 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 must 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 must be addressed to:

Contracting Manager, Business Relations and Contracts Division Los Angeles County 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 must in any case be sufficient notice.

DD. Publicity

Contractor must 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 will not inhibit Contractor from publicizing its role under this Contract within the following conditions:

- 1. Contractor must develop all publicity material in a professional manner.
- 2. During the term of this Contract, Contractor must not, and must 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 will 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 must apply.

EE. Public Records Act

- Any documents submitted by Contractor; all information obtained in 1. connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Exhibit B, 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 must 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 seg. (Public Records Act). County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 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 must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, must 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 must be kept and maintained by Contractor and must 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 must 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 must 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 must 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 will 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 will 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 must 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 will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 4. addition to the above, the Contractor agrees, should the ln 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 most 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, must be kept and maintained by the Contractor and must be made available to the County during the term of this Contract and for a period of five 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 must 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 must 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 Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access. Disqualification of any member of Contractor's staff pursuant to this section will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

II. <u>Subcontracting</u>

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 must 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 must indemnify, defend, 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 must 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 will 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 will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.

- 7. Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor must ensure delivery of all such documents to Business Relations and Contracts 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 must not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract will 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 must not be construed as a waiver thereof.

LL. <u>Warranty Against Contingent Fees</u>

- 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 will 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.

MM. <u>Time Off for Voting</u>

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

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor must provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor must be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor must indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor will be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. <u>Method of Payment and Required Information</u>

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment must be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor must provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, will decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/).

The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement

TERMINATIONS/SUSPENSIONS

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

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 will 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 will 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 will 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 will be no less than ten days after the notice is sent.
- 2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor must:
 - a. Stop work under this Contract on the date and to the extent specified in such notice.
 - b. Complete performance of such part of the work as must 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 must be maintained by Contractor in accordance with this Exhibit B, Record Retention and Inspection/Audit Settlement.
- 4. If this Contract is suspended or terminated, Contractor must 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 must be delivered to County upon request and must become the property of County.

C. <u>Termination/Suspension for Default</u>

- 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.
- 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 will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor must 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 must not for anv excess costs of the type identified 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

- Subcontractor were obtainable from other sources in sufficient time to permit 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 must 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 will 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 will be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
- 2. Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 will 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.
- 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 will 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, must 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 will 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 will 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.

GENERAL CONDITIONS OF CONTRACT WORK

A. <u>Authority of Public Works and Inspection</u>

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

C. <u>Cooperation and Collateral Work</u>

Contractor must 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, must 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 will be deemed to be a gratuitous effort by Contractor, and Contractor must have no claim against County.

F. Jobsite Safety

Contractor must 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 must provide at its expense all safeguards, safety devices, and protective equipment and must take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person will 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 must be reassigned immediately and not again employed on Public Works' projects or providing services.

H. <u>Labor Law Compliance</u>

Contractor, its agents, and employees will be bound by and must 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 must 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, will be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor must 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 must:

- 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.
- 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 must 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. <u>Public Convenience</u>

Contractor must 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 will 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 must 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 must be executed by experienced and well-trained workers. All work must be under supervision of a well-qualified supervisor. Contractor also agrees that work must be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

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

Q. Storage of Materials and Equipment

Contractor must 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. <u>Transportation</u>

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 must comply with all applicable laws and regulations. Contractor must maintain work area in a neat, orderly, clean, and safe manner. Contractor must 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 must be responsible for the security of any and all of Public Works/County facilities in its care. Contractor must provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. 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.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. <u>Independent Contractor Status</u>

- This Contract is by and between County and Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 2. Contractor must 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 will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of 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 must 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 must indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), 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 and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. This indemnification also must 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, Appointed 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 must 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 must 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.
- 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates must be provided to County not less than ten 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 must 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 must match the name of the Contractor identified as the contracting party in this Contract. Certificates must 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 \$50,000, 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 noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), must be construed as a waiver of any of the Required Insurance provisions.
- d. Insurance certificates and required endorsements must be sent to:

Los Angeles County Public Works
Business Relations and Contracts Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention: Contract Analyst (noted in the RFP Notice)

- e. Contractor also must 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 must 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 must 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 must 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 must 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 must provide County with, or Contractor's insurance policies shall contain a provision that County must 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 must be provided to County at least ten days in advance of cancellation for nonpayment of premium and 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 must 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. <u>Insurer Financial Ratings</u>: Coverage must 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. <u>Contractor's Insurance Must Be Primary</u>: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.
- 8. <u>Waivers of Subrogation</u>: 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 9. <u>Subcontractor Insurance Coverage Requirements</u>: Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor must be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the

Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

- 10. <u>Deductibles and Self-Insured Retentions (SIRs)</u>: Contractor's policies must 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 must be executed by a corporate surety licensed to transact business in the State of California.
- 11. <u>Claims Made Coverage</u>: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it must maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
- 12. <u>Application of Excess Liability Coverage</u>: 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. <u>Separation of Insureds</u>: All liability policies must provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.
- 14. <u>Alternative Risk Financing Programs</u>: 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 must be designated as an Additional Covered Party under any approved program.
- 15. <u>County Review and Approval of Insurance Requirements</u>: 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 must pay full compensation for all costs incurred by the County.

F. <u>Insurance Coverage Requirements</u>

1. <u>Commercial General Liability:</u> 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: \$6 million Products/Completed Operations Aggregate: \$1 million Personal and Advertising Injury: \$2 million Each Occurrence: \$3 million

- 2. <u>Automobile Liability:</u> 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 nonowned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability: Insurance or qualified satisfying statutory requirements, self-insurance which 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 Å) naming the County as the Alternate Employer. 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. 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.

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 the 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 must be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which must contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works must 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 will be presented to the Board. The Board will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
- 6. Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. <u>Subcontractors of Contractor</u>

These terms must also apply to Subcontractors of County Contractors.

F. <u>Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor</u> by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing Statefunded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. <u>Jury Service Program</u>

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 must have and adhere to a written policy that provides that its Employees must 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 "Employee" means any more County Contracts or Subcontracts. 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 must also be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must 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.

SAFELY SURRENDERED BABY LAW PROGRAM

A. <u>Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law</u>

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. The Contractor, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must 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 available on the Internet at www.babysafela.org.

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. <u>Living Wage Program</u>

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. <u>Payment of Living Wage Rates</u>

- 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 must pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, 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.
- 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 must be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract and a copy of the Living Wage Program must 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 or part-time services to Contractor, 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 must 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 must have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must 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 the exception to the Living Wage Program.

In either event, Contractor must immediately be required to commence paying the living wage and must 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 the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor must 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" must have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an Employee physically travels to or from a County facility if 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 will 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 must submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports must list all of Contractor's Employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports must 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 must promptly provide such information. Contractor, through one of its officers, must 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 must 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 will have access to all such records during normal business hours for the entire period that records are to be maintained.

F. <u>Notifications to Employees</u>

Contractor must place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor must also distribute County-provided notices to each of its Employees at least once per year. Contractor must 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 will 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 will 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 will 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.
- 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. <u>Use of Full-Time Employees</u>

Contractor must 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 must 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 must immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees must 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 must 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 must demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor must 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 must 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.

SOCIAL ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor must 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 SE.

Contractor must 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 SE.

If Contractor has obtained County certification as a SE 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, Contractor must:

- 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 10 percent of the amount of this Contract.
- 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 will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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.

Contractor must 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.

Contractor must 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.

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, must:

- 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.
- 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 must also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

Contractor must 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 DVBE.

Contractor must 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 DVBE.

If Contractor has obtained certification as a DVBE 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, must:

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

Notwithstanding any other remedies in this contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. <u>Defaulted Property Tax Reduction Program</u>

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. <u>Contractor's Warranty of Compliance with County's Defaulted Property Tax</u> <u>Reduction Program</u>

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. <u>Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program</u>

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, will 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 ten days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

COMPLIANCE WITH EMPLOYEE RETENTION POLICY

In situations where a Contractor is in default or unable to execute the terms of a security services agreement, and due to exigent circumstances, the County is required to continue the provision of security services without conducting a competitive solicitation, the following policy will apply:

- 1. The new Contractor must offer employment to all Retention Employees who are qualified for such jobs. A "Retention Employee" is an individual who: (a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a contractor under a predecessor security services contract with the County for at least 6 months prior to the date of this Contract; and (c) is, or will be terminated from his or her employment as a result of the County entering into this Contract.
- 2. The Contractor must not be required to hire a Retention Employee who: (a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of the Contractor.
- 3. The Contractor must not terminate a Retention Employee, except for cause, until the earlier of: (a) the first 90 days of employment under the Contract; or (b) the termination of the Contract. Thereafter, the Contractor may retain a Retention Employee on the same terms and conditions as the Contractor's other employees.

Notice 1015

(Rev. December 2021)

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 whose wages 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 Certificate.

Note: You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2022.

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 download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

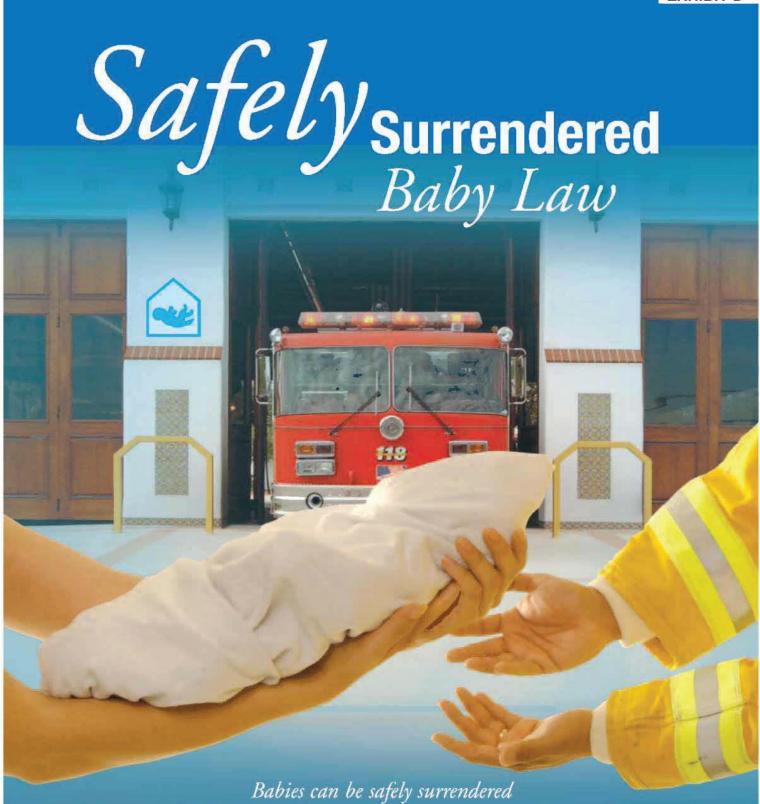
How Will My Employees Know if They Can Claim the EIC?

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 Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2021) Cat. No. 20599I



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



www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

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.

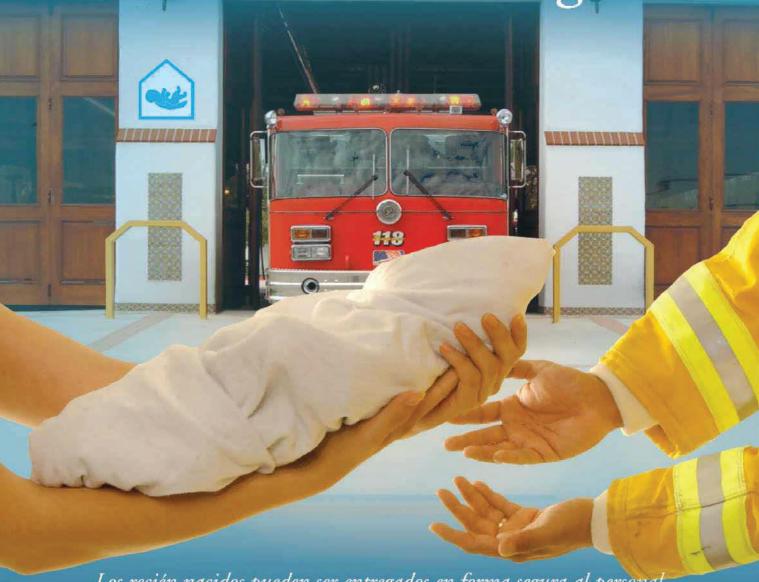
Why is California doing this?

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-UCIA 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.





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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723 www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin

Peligro de California permite la

entrega confidencial de un recién
nacido por parte de sus padres u

otras personas con custodia legal,
es decir cualquier persona a quien
los padres le hayan dado permiso.

Siempre que el bebé tenga tres
días (72 horas) de vida o menos, y
no haya sufrido abuso ni
negligencia, pueden entregar al
recién nacido sin temor de ser
arrestados o procesados.

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el hebé 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 v 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus famílias 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 ten 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 intermember 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 nonagreement 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.)

P:\aepub\Service Contracts\CONTRACT\CONTRACTING FORMS\RFP\11 Exhibit E_Default Tax 06-04-15.docx

required belyice lasks	Indicator	to Meet Performance Indicator*	COMPANIE	Colline
A. SCOPE OF WORK				
Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency.	□Yes □ No □ N/A	
2. Provide First Aid	Aid provided, when required and certifications kept active and valid and available upon request.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
 Welcome, Screen, Direct Visitors, and Provide Information 	Accessibility and visibility by public. Questions answered promptly.	\$50 per day; possible suspension.	□Yes □No □N/A	
4. Escort Services	Escort provided within 5 minutes of request.	\$25 per occurrence.	□Yes □No □N/A	
5. Area Patrol	Procedures followed and facility secure.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Secure any and all Safes	Safes locked.	\$25 per occurrence.	□Yes □No □N/A	
7. Reports to Post Promptly and Relieves their Post no sooner than scheduled Shift End.	Reported to work within 5 minutes of start of work shift and does not leave post until the shift's scheduled end time.	\$25 per employee, per occurrence.	□Yes □No □N/A	
8. Lock and Unlock Facility	Facility is locked and unlocked on schedule.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
9. Raise and Lower Flags	Flags attached properly. Flags are folded and secured properly at end of day.	\$25 per day.	□Yes □No □N/A	
10. Held Over until Relieved	Procedure is followed for relief of shift. Post manned at all times.	\$50 per employee; per occurrence; possible suspension.	□Yes □No □N/A	
11. Time Detex Wand Patrol	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
12. Assists Other Officers and Law Enforcement	Officer assisted as needed.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Comments							
Compliance	□ Yes □ No □ N/A	□Yes □No □N/A	□Yes □No □N/A		□Yes □No □N/A	□Yes □ No □ N/A	□ Yes □ No □ N/A
Deductions for Failure to Meet Performance	\$50 per occurrence; possible suspension; possible termination for	\$50 per occurrence.	\$100 per occurrence; possible suspension; possible termination for default of contract.		\$25 per day per report that is late or not submitted.	\$50 per day per report that is late or not submitted.	\$50 per day per report that is late or not submitted.
Performance Indicator	Facility safe and secure.	Investigations completed, documented, and submitted within the time frame requested.	Requested Department approval prior to using vehicle for key run.		Submitted to Contract Manager daily report and maintain facility log.	Completed by end of shift for each occurrence. File as needed.	Filed within time frame requested.
Required Service/Tasks	13. Area Control – Prevent Hostile Acts and Protect Personnel/Property	14. Respond, Investigate, and Report Emergencies and Accidents	15. Vehicle Key Runs	B. REPORTS/DOCUMENTATIONS	1. Daily Report and Facility Log	2. Non-employee Injury Report	3. Special Reports As Needed

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contract the contract shall certify all employees who are in a designated sensitive position have passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract Employees who do not pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	□ Yes □ No □ N/A	
2. Staffing	Staffing levels are equal to or exceed contract requirements.	\$50 per occurrence.	□Yes □No □N/A	
3. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence.	□Yes □No □N/A	
4. Uniform and Appearance	Uniforms worn by all employees on the job. Contract specifications met.	\$50 per employee, per occurrence.	□Yes □No □N/A	
5. Courtesy and Professionalism	Contract specifications met. Duty Guard is attentive.	\$25 per employee, per occurrence.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Accessibility and Responsiveness	Duty officer shall maintain working mobile phone charged and operational at all times with number provided to the CM/PWR in the event of an emergency. Additionally, each duty guard shall be equipped with two-way radio on their person at all times in the event cell service is out of range or inoperable for any reason.	\$50 per employee, per occurrence.	□Yes □ No □ N/A	
7. Working Knowledge of Facility and Beat Security Book	Facility security function complete.	\$50 per employee, per occurrence.	□Yes □No □N/A	
8. Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	\$50 per employee, per occurrence.	□Yes □No □N/A	
9. Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	\$50 per employee, per occurrence.	□Yes □No □N/A	
D. SUPERVISOR/MANAGERS				
Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	□Yes □No □N/A	
Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in	□Yes □No	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
		the specifications.	N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	□Yes □No □N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	□Yes □No □N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
6. Assures Proper Assignment Coverage	Assignments covered.	\$50 per employee; per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
7. Updates Post Procedures	Facility books updated in timely manner.	\$25 per occurrence.	□Yes □No □N/A	
8. Responds to Incidents / Provides Backup	Provide assistance as required.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

	lure Compliance Comments	. □Yes □ No □ N/A	. □Yes □No □N/A	□Yes □No □N/A	□Yes □No □N/A	-	ial	ole	: □Yes □No
	Deductions for Failure to Meet Performance Indicator*	\$50 per occurrence; possible suspension.	\$50 per occurrence; possible suspension.	\$50 per occurrence.	\$25 per occurrence.		\$100 per day; work/contract potential suspension; possible termination for default of contract.	\$100 per day; possible suspension; possible termination for default of contract.	\$200 per occurrence.
	Performance Indicator	Capable of working with and training in radio procedures.	Drive vehicle as required.	Complete investigations in a timely manner.	Complete on time as required.		Certifications submitted before implementation of contract and on a timely basis there-after.	Valid bond is furnished and not allowed to lapse.	Maintain all required documents as specified in
of any part of this confidet.	Required Service/Tasks	9. Working Knowledge of Radio Procedures	10. Drives Vehicle	11. Conducts Investigation	12. Reviews Subordinates' Reports	E. CONTRACT ADMINSTRATION	1. Insurance Certifications	2. Provide Performance Bond	3. Record Retention & Inspection/Audit Settlement

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. License and Certification	All licenses and certifications required to perform the work such as baton certification, cardiopulmonary certification, CDL Class "3" and Social Security.	\$100 per day; possible suspension; possible termination for default of contract.	□ Yes □ No □ N/A	
5. Assignment and Delegation	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.	\$200 per day the County is not informed of this change; potential suspension; possible termination for default of contract.	□ Yes □ No □ N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	□Yes □No □N/A	

SECURITY SERVICE GROUP LOCATIONS AND SCHEDULES

LOS ANGELES COUNTY PUBLIC WORKS

Work locations will be within the County of Los Angeles at various Public Works locations. Schedules and security service type (armed or unarmed) are as shown in Figure 1 below unless otherwise specified, schedules are subject to change at the sole discretion of the County as service needs may vary. Designated on-call hours may be used for any additional hours of service not otherwise represented in the schedules below. Contractor shall deploy security officer(s) of the level indicated for each respective site and perform any and all checks, inspections, walk-throughs, patrols, lock-ups, reports, as required in post details outlined in Figure 2 or by request of the Contract Manager or on-site designee for each site. Contractor shall bill in accordance with the hourly rates on Form PW-2.1A through PW-2.4A for the given Contract term and for the level and rate of security requested by the Contract Manager for actual security service hours provided.

GROUP A: Northeast Region

Contract Manager: Shabnam Noroozi Hageali Contact: (626) 300-2306 snoroozi@pw.lacounty.gov

Figure 1

SITE	LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	GUARD DESIGNATION	SERVICE DAYS & SCHEDULE	ESTIMATED HOURS
1.	EATON YARD 2986 New York Dr. Pasadena, CA 91107	Ron Driggs rdriggs@pw.lacounty.gov (626) 798-6761	Security Officer (Unarmed)	Monday – Friday 5 pm to 5 am 12 hrs. daily Saturday – Sunday 5 am to 5 am 24 hrs. daily	5,616
2.	ON-CALL	TBD*	Security Officer (Armed)	Varies	1,500
3.	ON-CALL	TBD*	Security Officer (Unarmed)	Varies	1,500
4.	ON-CALL	TBD*	Sergeant-Armed (Supervisor)	Varies	500
5.	ON-CALL	TBD*	Lieutenant-Armed (Manager)	Varies	500
			TOTAL HOURS	for On-Call Security:	4,000
			TOTAL OVERALL	SECURITY HOURS:	9,616

^{*} Security Guard designation (armed or unarmed) for any on-call services will be determined at the time of the request and will be billed in accordance with the hourly rate for the requested level of the officer. The on-site designee if any, for on-call services shall be provided at the time of an on-call request.

Security Officers shall provide service in accordance with the post orders as detailed per location as shown in Figure 2 on the following page. Details of each post are subject to modification at the sole discretion of the CM/PWR or on-site designee. Failure to deliver the tasks included in the post details may be deemed as contractor negligence or nonperformance, and may result in withholding of payment, remedies in accordance with Exhibit F, Performance Requirements Summary, and/or assessment of liquidated damages.

Mileage for vehicular patrols, if any, will be reimbursed at the County's mileage permittee rate in addition to the officer's normal hourly rate. Mileage incurred by the contractor to arrive at the work location is not applicable.

1.

EATON YARD

2986 New York Drive Pasadena, California, 91107

Arrival Procedure:

- Security Officer shall arrive on time and check-in with the CM/PWR prior to reporting to their post.
 For weekend coverage, the Security Officer shall check-in with the outgoing Officer.
- Security Officer shall confirm mobile device is charged, enabled and fully functional for the shift, and shall provide access to the CM or designated PWR.
- Any areas of specific detail will be communicated between officer and CM/PWR at shift start. For weekend coverage, the outgoing Officer shall share information with the incoming Officer.

• Patrol Requirement:

- Security Officer on duty will conduct foot patrols of entire location with use of a Detex wand throughout the shift.
- Security Officer on duty shall remain attentive at all times and investigate any suspicious activity, including monitoring all entry points, and walls/fences to ensure there is no unauthorized breach of the premises.
- Security Officer on duty shall monitor all points of emphasis and County equipment to ensure safety of premises and property.

• Required Record/Log:

Security Officer on duty shall document all activity and observations made during each shift which
may be pertinent to site security including but not limited to; visitors, suspicious noises, attempted
breaches, potential vulnerabilities, etc.

• Shift End Procedure:

- Security Officer shall provide Daily Log of shift details in a format acceptable to the CM/PWR.
- Security Officer shall check-out with the CM/PWR or on-site designee and relieve their post as scheduled upon check-out. For weekend coverage, Officer shall relieve their post only upon arrival and shift commencement of incoming Officer.

CONTRACT DISCREPANCY REPORT

1.	USER COMPLAINT (to be completed by Contract Manager)
	Today's Date:
	Facility
	Employee Name
	Employee Classification
	Date of Unacceptable Performance
	Description of Unacceptable Performance
	Has this type of unacceptable performance occurred before?:
	Yes No If yes, when?
2.	Contractor Response (to be completed by the Contractor's Contract Director)
	Date received from County:
Correc	ctive Action:
	o Prevent Recurrence:
Signed	Contractor's Contract Director
Return	to Contract Manager

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

		DATE:	
		TO:	
		FROM:	
In accordance with for Contract Devia		ity Services fo	r Los Angeles County Public Works
Facility		-	
Date		_	
Shift		-	
Amount of Deduct	ion \$		

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to your Contract Manager within five calendar days of receipt of this notification. Failure to respond within the five-day period will be construed as acceptance of the proposed adjustments.

Attach. Contract Discrepancy Report (Exhibit H)

EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY

TO:

10	Contract Manager/PWR	
FRON	Л:	
	A:Contractor (firm name)	
this C field fa replac or not	undersigned, agree to return to Los Angeles County Public Wor ontract for Security Services at the Public Worksacility), all items (listed below) issued to me by the County. I also cement of any County equipment issued to me, if damaged or lost returned upon termination of this Contract with Public Works.	(name of so agree to pay for the st through negligence,
		CONDITION
1.	EQUIPMENT	CONDITION
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
Date:	Contract Manager:	
Date:	Contractor (Firm Name):	
Date:	Contractor's Authorized Signature:	

STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

I,, do hereby report the loss of the	
(Identify what equipment was lost/stolen.) The was LOST/STOLEN under the following circumstances, and cannot be found. (In the space	as
LOST/STOLEN under the following circumstances, and cannot be found. (In the space provided below, explain the circumstances under which the item or items were LOST/STOLEN.)	re
Date of Loss:	
Police Agency Report to:	
Date of Report:	
Contractor (Firm Name):	
Contract Manager/PWR signature:	

BOND FOR FAITHFUL PERFORMANCE

KNO	W ALL MEN BY THESE PRESENTS:			
That		(Contractor/Principa	l)	
ae nri	incipal, and			
as pri	ilicipai, aliu	(Surety)		
	rety, are held and firmly bound unto the LOS ANGELES, State of California (hereinafter (PRKS AND COUNTY OF
			Dollars (\$)
	I money of the United States, for the pay elves, jointly and severally, firmly by these p		um, well and trul	y to be made, we bind
enter Field	condition of the above obligation is such that into a written contract with the County for Se Locations, Group and is required by said contract.	ecurity Services f	or Public Works S	tormwater Maintenance
of sai this o paym Coun and th	T, THEREFORE, if said principal shall well are decontract on its part to be done and perform bligation shall be null and void, otherwise it tent by said County to said principal shall exity shall have actual notice that such payment only to the extent that such payment shall of such premature payment.	med at the times shall be and remonerate any sure nt is premature a	and in the manne nain in full force ar ty unless the Boar It the time and it is	r specified therein, then nd effect. No premature rd of Supervisors of said ordered by said Board,
which surety either the su work, (25%	greed that any alterations in the work to be do may be made pursuant to the terms of said y hereunder, nor shall any extensions of the the principal or surety, and notice of such a urety, provided, however, that if any alteration or which will increase the total amount to be the written consent of the surety shall be	contract, shall not time granted un lterations or exte ons are made wo pe paid to the coefirst obtained.	ot in any way relea der the provisions nsions of the cont hich will alter the o ntractor by more t	se either the principal or of said contract release ract is hereby waived by general character of the han twenty-five percent
WITN	IESS our hands this	——— day of		
Ву		Ву		(0)
	(Contractor/Principal)			(Surety)
Ву	Its	Ву	Ite Δt	torney-in-fact
Ву	no	D.,	ilə Al	torney-iii-iaot
Ъу	Its	Ву	Its At	torney-in-fact
Ву		Ву		-
,	Its	. – <i>j</i>	Its	



REQUEST FOR PROPOSALS FOR SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS BRC0000374



BUSINESS PROPOSAL (REDACTED ELECTRONIC COPY)

To:

Los Angeles County Department of Public Works ATTN: Mr. Danny Medina and Mr. Eric Fong Business Relations and Contracts Division – 8th Floor P.O. Box 1460 Alhambra, CA 91802-1460

From:

Absolute Security Intl Corp dba Absolute International Security (AIS) 5155 Irwindale Avenue, Irwindale, CA 91706 Tel: (626) 858-7188 Lucy Lin, President/QM llin@absolutesecurityintl.com

RFP Due: March 14th, 2023, 5:30 P.M.



TABLE OF CONTENTS

AIS RESPONSE TO RFP NO. BRC0000374	
1. TITLE PAGE	
2. TABLE OF CONTENTS	
3. LETTER OF TRANSMITTAL	1
4. SUPPORTING DOCUMENTS FOR CORPORATIONS	3
5. EXPERIENCE	9
1. COMPANY BACKGROUND AND EXPERIENCE	9
DIFFERENTIATION	10
AIS INTEGRATED FUNCTIONAL TEAMS	12
ORGANIZATION CHART	13
2. TRANSITIONAL MANAGEMENT TEAM	14
3. PROJECT TEAM AND LEADERSHIP	14
4. MANAGEMENT TEAM EXPERIENCE	15
RESUMES	18
5. STAFFING CAPABILITY AND WORKLOAD	28
6. SIMILAR EXPERIENCE	29
7. MINIMUM MANDATORY REQUIREMENTS	31
6. WORK PLAN	32
SCOPE OF WORK	32
AIS APPROACH TO THE SCOPE OF WORK	38
1. SERVICE FULFILLMENT PROCEDURES	38
2. TRAINING	39
3. ORIENTATION PROFRAM	42
4. UNIFORM AND EQUIPMENT	44
5. EMERGENCY RESPONSE PROTOCOLS	50
6. TRANSITION PLAN	64
7. FIELD SUPERVISOR VISITATION	65
8. HIRING AND BACKGROUND CHECKS	
9. FORM LW-8	70
7. QUALITY ASSURANCE PROGRAM	87
1. STAFF AND SUPERVISOR COMMUNICATION	87
2. POST MANAGEMENT	
3. ELECTRONIC MONITORING METHODS	88
4. COMPLAINT MANAGEMENT	90
5. RESPONSE TIME TO COMPLAINTS	91
6. DISCIPLINARY ACTION	91
7. DOCUMENTATION METHODS	94

8. SUBCONTRACTORS	107
9. FINANCIAL RESOURCES	108
2019 FINANCIAL STATEMENT	109
2020 FINANCIAL STATEMENT	122
2021 FINANCIAL STATEMENT	127
10. LICENSE AND CERTIFICATIONS	
PPO LICENSE	
VERIFICATION OF LICENSURE	
11. INSURANCE AND BONDS	
FORM PW-13	
FORM PW-16	137
12. RECORD KEEPING	138
FORM LW-9	138
13. FORM LIST	149
DECLARATION FOR SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTEI	NANCE
FIELD LOCATIONS (BRC0000374)	
PW-1: PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT	151
PW-2.1-2.5: SCHEDULE OF PRICES	
PW-3: CERTIFICATION OF COMPLIANCE	
PW-4: CONTRACTOR'S INDUSTRIAL SAFETY RECORD	
PW-5: REQUEST FOR PREFERENCE CONSIDERATION PW-6: PROPOSER'S REFERENCE LIST	
PW-0: PROPOSER'S REFERENCE LIST PW-7: PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	
PW-8: THIS PAGE INTENTIONALLY LEFT BLANK	
PW-9: PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS	
PW-10: COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION	
PW-11: TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW	
PW-12: PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS	
PW-13: PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION	
PW-14: COVID-19 VACCINATIONS CERTIFICATION OF COMPLIANCE	
PW-15: AFFIRMATION OF COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS PW-16: PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM	
LW-2: LIVING WAGE PROGRAM – APPLICATION FOR EXEMPTION	
LW-3: LIVING WAGE PROGRAM — AFFEICATION FOR EARNIF HOR	
LW-7: INSTRUCTIONS FOR PW-2, SCHEDULE OF PRICES AND LW-8, COST METHODOLOGY	
LW-8.1-8.4: STAFFING PLAN AND COST METHODOLOGY	204
LW-9: WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS	220
14. LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION	221
15. BID GUARANTEE	222
BID BOND FOR LOCATION GROUP A	
BID BOND FOR LOCATION GROUP B	
BID BOND FOR LOCATION GROUP C	
BID BOND FOR LOCATION GROUP E	
16. ADDITIONAL INFORMATION	
INSURANCE CERTIFICATE OF LIABILITY	236
LETTER OF EXCESS LIABILITY	239



3. LETTER OF TRANSMITTAL

March 14th, 2023

Mr. Danny Medina and Mr. Eric Fong Los Angeles County Public Works Business Relations and Contracts Division - 8th Floor P.O. Box 1460 Alhambra, CA 91802-1460

Dear Mr. Danny Medina and Mr. Eric Fong,

Thank you for the opportunity and privilege to join this bid and to introduce the Professional Security Services offered by Absolute Security Intl Corp dba Absolute International Security (AIS). Our company is located at 5155 Irwindale Ave, Irwindale, CA 91706 (Headquarters) and 4255 Tyler Avenue, El Monte, CA 91731 (auxiliary office). You can reach our main office by calling (626) 858-7188 or Toll Free (866) 969-7188, or through our company website www.absolutesecurityintl.com.

AIS is a licensed private patrol operator approved through the Bureau of Security and Investigative Services (BSIS) and has been a premier security services provider in Southern California for over 14 years. AIS would like to emphasize the priority we put on having the best possible executive management team. Our President has worked in the private security industry for more than 30 years with a special emphasis on public entity contracts throughout the Counties of Los Angeles, Riverside, San Bernardino, Orange, and all their affiliated cities spread throughout the region. In addition, our Operations Team has over 70 years of combined Law Enforcement, Military, Corporate Security, and Airport Police/Security experience and brings extensive training, mentoring, and customer service knowledge to better serve you and help our officers succeed.

The overvalued quality of any security services company in this industry is the size and years of the business. What truly differentiates companies is their executive management team – how strategies, culture, and supervision can be tailored to fit each unique client. A business is not only supported by its ability to produce its products or services, but mainly by its ability to reach out to a broad yet individualized spectrum on consumers. A business should always stay focused on where its responsibility truly lies – to the customers.

To adapt to today's economic trends, AIS will **provide flexible and customizable solutions** to meet your security and safety needs while also staying within your budget. We aim to provide the highest quality of professional and personalized security services and to **follow through with unparalleled supervision and client support.** Regardless of the time and urgency of the situation, you will always be able to reach somebody at AIS who will be able to assist you.

We have our own in-house Training Facility with a Coordinator and instructors who manage and supervise all training requirements mandated by the State of California as well as any additional training required by the client. We require our officers to have guard cards issued by



the State of California Department of Consumer Affairs (DCA). AIS and our Training Coordinator is also state licensed and ready to train our security officers as needed in various curriculums required by the State and our clients.

We also have our own in-house 24 hours Dispatch Center and Rovers available, which will provide great service to our client. It includes dispatch to supervisors for schedule changes or emergencies, a check-in and check-out system, a checkpoint monitoring System, etc.

We value this opportunity and hope that you will find our commitment to client support exceptional and our pricing competitive and allow us to serve you. We are confident that our Operations Team will provide the knowledge and expertise to meet and exceed your contract specifications. Please allow us to show you how AIS will customize our Security Services for you, your employees, your customers, and your visitors by providing a Free Threat Assessment.

STATEMENT 1: AIS hereby confirm that it has complete understanding of the work to be accomplished for Security Services for Various SWMD Field Locations (BRC0000374).

STATEMENT 2: AIS hereby confirms our business is not debarred, suspended or otherwise declared in eligible to contract by any federal, state, or local public agency.

STATEMENT 3: AIS hereby confirms that all proposals shall be firm offers and may not be withdrawn for a period of **270** days following the deadline for submission of proposals.

STATEMENT 4: AIS hereby confirms that Lucy Lin, President/QM is authorized to bind the company.

STATEMENT 5: AIS hereby confirms that it has over **14 years** of experience providing security services with a current and valid Private Patrol Operator's License from the State of California.

STATEMENT 6: AIS hereby confirms that its supervising employee has a minimum of 3 years of experience supervising security service operations.

STATEMENT 7: AIS hereby confirms that we received Information Update I on Feb 21st, 2023 and Addendum I on Feb 27th, 2023 as attached.

STATEMENT 8: AIS hereby confirms that we meet all requirements in this RFP and AIS does **NOT** have any exceptions to Security Services for Various SWMD Field Locations (BRC0000374).

STATEMENT 9: AIS will **NOT** be using subcontractors or subconsultants for any work done for this project and will be handling everything in-house.

STATEMENT 10: Absolute International Security, Inc. is a wholly owned subsidiary of Absolute Security Intl Corp.

Should you have any questions or concerns about this proposal, please do not hesitate to contact me at (626) 858-7188 or email: llin@absolutesecurityintl.com. Thank you.

Best Regards,

Lucy J. Lin, President & QM

Absolute Security Intl Corp dba Absolute International Security (AIS)

5155 Irwindale Ave, Irwindale, CA 91706



4. SUPPORTING DOCUMENTS FOR CORPORATIONS

- 1. Certificate of Status
- 2. Statement of Information
- 3. Fictitious Business Name Statement



Secretary of State Certificate of Status

I, S IRLEY N. WEBER, P .D., California Secretary of State, hereby certify:

Entity Name: ABSOLUTE SECURITY INTL CORP

Entity No.: 3170681 Registration Date: 09/26/2008

Entity Type: Stoc Corporation - CA - General

Formed In: CALIFORNIA

Status: Active

The above referenced entity is active on the Secretary of State's records and is authoried to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

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



IN WITNESS W EREOF, I execute this certificate and affix the Great Seal of the State of California this day of September 21, 2022.

S IRLEY N. WEBER, P .D.

Secretary of State

Certificate No.: 046614329

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.







1500 11th Street Sacramento, California 95814 (916) 653-3516

For Office Use Only

-FILED-

File No.: BA20220899897 Date Filed: 9/27/2022

Entity Details Corporation Name ABSOLUTE SECURITY INTL CORP Entity No. 3170681 Formed In CALIFORNIA Street Address of Principal Office of Corporation Principal Address 5155 IRWINDALE AVE IRWINDALE, CA 91706 Mailing Address of Corporation Mailing Address 5155 IRWINDALE AVE IRWINDALE, CA 91706 Attention Street Address of California Office of Corporation Street Address of California Office 5155 IRWINDALE AVE IRWINDALE, CA 91706

Officers

Officer Name Officer Address		Position(s)					
LUCY LIN	5155 IRWINDALE IRWINDALE, CA 91706	Chief Executive Officer, Chief Financial Officer, Secretary					

Additional Officers

Officer Name	Officer Address	Position	Stated Position				
None Entered							

Directors

Director Name	Director Address				
SEAN LIU	1860 TURNBULL CANYON RD HACIENDA HEIGHTS, CA 91745				

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

LUCY LIN Agent Name

5155 IRWINDALE AVE Agent Address IRWINDALE, CA 91706

Type of Business

Type of Business SECURITY GUARD AND PATROL

Email Notifications

Opt-in Email Notifications No, I do NOT want to receive entity notifications via email. I

prefer notifications by USPS mail.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature	
By signing, I affirm that the information herein is true and of	correct and that I am authorized by California law to sign.
Lucy Lin	09/27/2022
Signature	Date

NAME: ABSOLUTE SECURITY INTL CORP

ADDRESS: 5155 IRWINDALE AVE

CITY: IRWINDALE

STATE: CA

ZIP CODE:91706



Dean C. Lagan, Registrar—Recorder/County Clerk

Electronically signed by ARTHUNY GARCIA

DEAN C. LOGAN, REGISTRAR-RECORDER/COUNTY CLERK

FICTITIOUS BUSINESS NAME STATEMENT

The following person(s) is (are) doing business as:

			ONAL SEC	URITY	2.AIS							
5155 IRW		ness Name(s) LE AVE			1							
	Street ac	dress of principal		1 4 601	NT 3/1	Mailing a	address i	if different				
IRWIND	ALL	CA	91706 Zlp	LA COU		City			Stat			Zip
City					,	City			Stati	Ð		ZIP
Articles of Incorpor	ation or Org	anization Number	(if applicable): Al #	ON								
REGISTERE			U DITT CO	D.D.								
			Y INTL CO	t be registered in CA	Ful	I Name/Cor	m/LLC:/P	P.O. Box not a	accented)			
		DALE AVI		t be registered in ort		- Hambroon	preco (.o. box not	accepted)			
			the physical address		Re	sidence Add	dress					
IRWIN	DALE		CA	91706	011					-1-		71-
CALIF	ORNI	-	tate	Zip	Cit	У			St	ate		Zip
			rporation/Organizatio	n	If C	Corporation	or LLC -	Print State o	f Incorpora	ation/Organ	ization	
			F MORE THAN TW	O REGISTRANTS, ATT	ACH ADDITIO	ONAL SHEE	ET SHOV	MING OWNE	RINFORM	MATION		
□ a Ma The date regis (A reg the re	arried Co trant com gistrant v	menced to tran who declares knows to be	oint Venture sact business ur I declare t s as true any r ralse is guilty	that all information material matter p	al Registe siness nam on in this ursuant t nor punis	stateme to Section	nestic F nes liste ent is on 179 y a fin	Partners ed above or (Insert N/r true and 913 of the e not to e	on 09/20 A above if correct Busine	DOS you haven	Liability	artners Partnership transact business) sions Code that dollars (\$1,000))
REGISTRANT/COR	P/LLC NAME	(PRINT) ABS	OLUTE SE	CURITY INT	L COR	Ρ		TITLE PRE	SIDE	NT		
REGISTRANT	SIGNATI	JRE		IF C	ORP OR L	LC, PRIN	NT NAM	ME LUCY	LIN			
If corporation, This statement wa	also prin	nt corporate ti he County Clerk o	tle of officer. If f LOS ANGELES on	LLC, also print title the date indicated by the	e of office filed stamp	r or mana in the upper	ager. r right cor	mer.				
WHICH IT WAS FI IN THE FACTS SE	LED IN THE T FORTH I NESS NAM	OFFICE OF THE N THE STATEME E STATEMENT M	COUNTY CLERK, NT PURSUANT TO JUST BE FILED BEF	N 17920, A FICTITIOUS EXCEPT, AS PROVIDE SECTION 17913 OTHE ORE THE EXPIRATION	D IN SUBDIV	ISION (b) C	OF SECT	TON 17920, V	WHERE IT	EXPIRES F A REGIS	40 DAYS A TERED OV	FTER ANY CHANGE VNER. A NEW
				ORIZE THE USE IN THIS				INESS NAME	E IN VIOL	ATION OF	THE RIGHT	S OF ANOTHER
I HERE	BYCER	TIFY THAT TH	IS COPY IS A C	ORRECT COPY OF	THE ORK	GINAL ST	TATEM	ENT ON F	ILE IN M	Y OFFIC	E.	
					BY:	ġ,	A.	. GAR	CIA	Ä		, Deputy
Rev. 4/2	021	P	O. BOX 1208, NOR	WALK, CA 90851-1208		DEAN	C. LOG	GAN, LOS	ANGELL	ES COUN	ITY CLE	RK

FILED EXPIRES
0ct 17 2022 0ct 17 2027

Dean C. Lagen, Registrer - Recorder/County Clark

Electronically signed by ANTHONY GARCIA

ADDITIONAL BUSINESS NAMES

3. ABSOLUTE SECURITY INTERNATIONAL

Page 2 of 2



5. EXPERIENCE

1. Company Background and Experience

Absolute Security Intl Corp dba Absolute International Security (AIS) was incorporated in California on September 26, 2008 as a C-Corporation, and was established by the President, Ms. Lucy Lin. **AIS is a licensed private patrol operator** approved through the Bureau of Security and Investigative Services (BSIS) and has been **in business for over 14 years**.

AIS currently serves many contract accounts in the immediate Southern California area, including the greater regions of LA County, Riverside County, Orange County, and San Bernardino County. Most of the county and city area facilities that AIS provide services included but not limited to City Hall, Library, Transportation Center, Food Distribution Centers, Homeless Shelters, Schools, Parks, construction site etc. We currently employ **over 400 employees**, including highly trained armed, unarmed, and off-duty law enforcement officers who are tasked to a wide variety of contract requirements including, 24/7 service. All employees are licensed as mandated by the Bureau of Security and Investigative Services (BSIS). Our clients may also request that our officers be CPR/AED Certified or certified with any other specialized training.

AIS purposefully recruits veterans with military and combat experience for its Operations Management Team. We pride ourselves in our Operations Team's extensive depth of experience and ability to consistently deploy qualified officers, preempt potential problems, and fulfill the client's needs. AIS understands that by addressing and minimizing common industry issues, we can pass the savings onto the client in an affordable, customized, security services package.

AIS has over 70 years of combined security management experience. We specialize in armed and unarmed security services for government and private contracts and implement multi-level customized security protection plans for federal, state, and local governments. We offer the following types of services:

- Armed and unarmed security guards
- · Stationary, foot, and vehicle patrols
- Security consulting
- Personal protection
- Loss prevention

- Security and safety training
- Security for workplace violence
- Threat assessment
- Crime and fraud investigation
- · Customized security packages

You can find our officers covering sites including:

- Government facilities
- Transit stations
- Banks
- School Districts
- Schools

- Manufacturers
- Construction sites
- Stores
- Shopping centers
- Supermarkets

- Hotels
- Apartments
- Restaurants
- Parking facilities
- Special events



Differentiation

Absolute International Security (AIS) firmly believes that change is always healthy for an industry and incentivizes companies to provide its clients with the most value for their money. We are constantly looking for new technologies, methods, and strategies that can make our services more effective, more efficient, and more inexpensive. The following is a list of focal points that AIS has determined to set us apart in the security industry.

- AIS operates a communications dispatch hub 24 hours a day, 7 days a week. By not
 outsourcing our own IN-HOUSE Dispatch Center, AIS ensures that all operationally-critical
 incidents are relayed quickly and directly to AIS headquarters and to the appropriate channels.
 This ensures real-time responses and updates to our clients as situations develop.
- AIS operates a secondary site designated as our In-House, Licensed Training Center, which
 is staffed by our BSIS-certified training instructor. This allows us the unique ability to offer
 employment to students who excel during the training courses as well as advancement
 opportunities to current employees who desire additional certifications.
- AIS newly established Attendance Monitoring/Compliance officers team led by Director of Compliance. The team is primarily not only tracking officer's attendance, but also communicating with officers very often to know any questions or concerns they might have and provide solutions to them.
- AIS provides our officers the opportunity to join the Rover Program, which is a team of highquality officers with additional comprehensive training that are qualified, certified, and prepared to cover any site or position last minute.
- AIS is a Proud Member of CALSAGA, the California Association of Licensed Security Agencies, Guards & Associates; Proud Member of the NRA, the National Rifle Association; Proud Member of IACLEA, the International Association of Campus Law Enforcement Administrators; and Proud Member of ASIS, the American Society for Industrial Security.
- AIS carries a Comprehensive Insurance Coverage package, which includes <u>Crime Insurance and Terrorism Risk Insurance</u>, a program within the US Department of Treasury that specifies the government shares the risk of loss from terrorist attacks.
- AIS possess a strong Financial Stability, which includes a strong bond ability and has satisfactory credit lines from multiple reputable banks as well as sufficient cash flow to support our Operations.



- Our armed officers are trained in the Use of Force and the US Department of Homeland Security's Law Enforcement Active Shooter Emergency Response Training. They also take supplemental OC pepper spray, baton, and firearm training beyond the standard BSIS requirements.
- AIS enforces a company-wide no-smoking policy to protect the client's property from
 cigarette smells and waste, the health of our employees, and the environment. We believe in
 a cleaner presentation and image for our officers that the no-smoking provides.
- Our company upholds a Drug-free Workplace, informing our officers of the dangers of drug abuse in the workplace, our policy for maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs.
- AIS utilizes the newest technologies, such as TrackTik, a cloud-based security workforce software that allows for real time notifications, electronic incident reporting, guard tour management, GPS tracking, and client portals to access guard performance diagnostics and reports.
- AIS has partnered with U.S. Health Works Medical Group to provide Physical Abilities
 Testing (PAT) to determine whether guards can meet the physical demands and essential
 functions of the job and drug testing with up to 10 panels.



AIS Integrated Functional Teams

Transitional Management Team is the administrative management for all core business functions of AIS including corporate strategy, business development, finance, and operations.

Operations is the team to deploy all AIS security services to client after signing the service agreement with following specific positions:

- Project Manager is the primary AIS contact for major clients in the region to act as the client advocate to ensure AIS to fulfill best quality security service complying with the service agreement and manage all client needs and requests on a day-to-day basis.
- Quality Assurance plays a vital role in new business, damage control, threat assessments, post orders, risk management, and training. QA manager conducts initial site threat assessments and develops post orders with the client to ensure that AIS's security officers understand their roles, duties, and responsibilities in the scope of work.
 QA manager also routinely inspects security officer posts to check the status of their performance and to get an idea of how they are adapting to their positions. With the security
- Dispatch is a 24/7 in-house center to schedule security officers to each job site, keep track
 of check-in and check-out time of every officer and every shift to ensure their hours of
 work are accurate, and ensure real-time response and updates for emergency request and
 service needs from each client.

officers' feedback, QA manager can administer either additional clarification or training.

 Field Supervisor / Post Commander is the position trained for the specifications of client's post to manage security officers onsite on a day-to-day basis and respond to and escalate any emergencies in time.

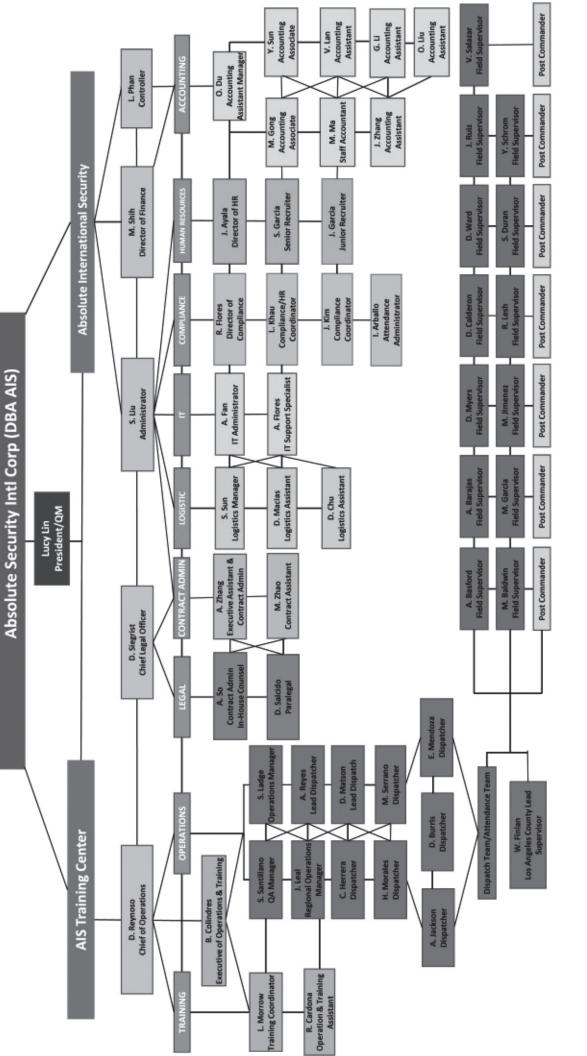
AIS In-house Training Facility is the team responsible for providing comprehensive trainings, certifications, and orientation program for all security staff to ensure they can deal with all common occurrences, emergency protocols, and lay out daily responsibilities. This allows AIS's security officers to be prepared for the scope of work at the start of the contract and be familiar with evacuation, fire, lockdown, active shooter, biohazards, earthquake, and other drill procedures set by authorities.

Compliance and Human Resource is the team to ensure AIS stay up to date on regulations and laws impacting the security service industry, conduct on-site compliance inspections to verify client regulation, recruit and retain the best security officers and provide solution to their question and concern to ensure their optimal performance to client.

Legal and Contract oversees all legal matters pertaining to corporate, contract administration, and employment within the company and is also responsible for drafting business proposal and service agreement to best cater the requirements of clients.

Finance and Accounting is the team to ensure the financial health of AIS and smooth billing and receivable process with client to guarantee AIS to provide security service complying with contractual obligations.







2. Transitional Management Team

Absolute International Security (AIS) takes pride in the fact that we can adapt and start a project in a timely manner. One of the major reasons that we can adapt so quickly is that we have our own Transitional Management Team who will be in charge of the preparation of this project's objectives, concerns, and key issues. We are experienced and knowledgeable with municipal security and ensuring the safety of staff by providing a visible security presence, maintaining professionalism, being vigilant about people's behaviors and situations, verifying identifications, and assisting any patrons that needs help. In this industry, situations change and/or arise without notice and we must be able to provide services and deliver our services quickly. This team of highly trained members have a vast background in security, law enforcement and military experience. The Transitional Team will create a timeline with goals and objectives of the contract and scope of work and work diligently with LA County Public Works to complete all required tasks in a timely manner. Rest assured that once the contract is awarded to AIS, we will be fully prepared, briefed and ready to deploy our professional staff to begin serving your needs.

Size of Project Team: Our Transitional Management Team has over 70 years of combined Law Enforcement, Corporate Security, and Airport Police/Security experience bringing extensive knowledge in the specific fields of training, mentoring, and customer service to help better serve you. Our administrative team is more than 40 employees, and we have a security guard team of 350+ people as support.

3. Project Team and Leadership

AIS has been awarded contracts that are similar in size and scope of this RFP including the Los Angeles Police Department (LAPD), Los Angeles County Fire Department (LACFD), Los Angeles County Development Authority (LACDA), County of Riverside (DPSS), City of Pomona, City of Rancho Cucamonga, City of Los Angeles Housing Authority, and Volunteers of America. These sites require the utmost professionalism, extensive background screening, and quality of service. Our company is experienced with working with local police departments to communicate for investigations and emergencies.

AIS is available to provide all security services to the scope of LA County Public Works RFP including the free-of-charge additional benefits of 24/7 contact with the company's operations managers, 24/7 Dispatch Communication Center, supervision from the Quality Assurance Department, and a team of dedicated field supervisors for the regional area of Los Angeles County. Our officers go through training from our BSIS licensed training facility that has the capacity to issue all license requirements of this contract including the BSIS Unarmed Guard Card and Armed Permit, First Aid/CPR certification and all security related courses.



The designated Account Manager is Mr. Bryan Colindres, he served as a project manager for several large municipal accounts. Each of these sites retain over 20 officers, requiring stringent background checks, applicant screening, training, and professionalism. He is also certified to conduct BSIS Guard Card and verbal de-escalation training. He is capable of administering Active Shooter Emergency Response Training from the LSU/NCBRT and the Department of Justice. Mr. Colindres has many years of consecutive experience overseeing large municipal and government security contracts. His extensive military and law enforcement background allows for stellar on-site and orientation training to implement security operations that exceed client expectations. Mr. Colindres has 24x7 availability to LA County Public Works.

The Chief of Operations, Mr. David Reynoso, will also be a key part of contract implementation and client communications. His duties are to monitor officer performance and carry out timeline dependencies such as review of daily activity reports, field supervisor visitation, performance evaluations, and meetings with the client. Mr. Reynoso's experience as former Chief of Police, Police Captain Operations Division Commander, and SWAT Team Leader allow him to keep AIS officer performance at a level that normal security companies are not accustomed to providing. This includes drawing on P.O.S.T curriculum and work procedures to construct the Scope of Work. As an adjunct professor of Criminology for Rio Hondo College, he has a strong commitment and working knowledge in handling site security systems. Mr. Reynoso also has 24x7 availability to LA County Public Works.

4. Management Team Experience

President and Qualified Manager, Ms. Lucy Lin graduated with an Executive Master of Business Administration degree from Claremont College. She has close to 30 years of experience working with firms that provide private security services. She specializes in working with government contracts and providing cost-effective custom security programs. Ms. Lin is a certified mediator of the City of Los Angeles, City Attorney's Office and has vast experience in reaching a resolution for difficult business issues. Her experiences include Human Resources and Administrative Management, Marketing Development, Operations System Control, and Staffing & Accounts coordination. She is responsible for business development for all aspects of contracting, marketing, logistics, and operations.

Chief of Operations, Mr. David Reynoso has over 30 years of law enforcement experience as a Chief of Police overseeing one of the largest police departments in the San Gabriel Valley. He holds a Bachelor of Science degree in Criminal Justice Supervision, a master's degree in organizational leadership from Chapman University, and is an adjunct professor at local colleges such as the Rio Hondo Police Academy. Mr. Reynoso is a graduate of FBI National Academy and has proudly served in the United States Marine Corps for over four years prior to joining the police



force. As Chief of Operations for AIS, Chief Reynoso will personally oversee all aspects of our company's security services operations, the creation of an elite diplomatic security team, and the development/implementation of curriculum for our in-house security training school. The Chief of Operations will oversee all aspects of the Operations Department including managerial oversight of our guards and their command and support staff; implementation of new and current policy, command structure, direction, and vision of Operations; and coordination and direction of this Department with other adjunct Departments within the Company to ensure and grow our continued success as one of the premiere security firms in Southern California.

Executive of Operations and Training, Mr. Bryan Colindres is responsible for the management and development of AIS's Training Center as well as criminal justice/law enforcement background checking of employees. He has been employed by agencies like the Orange Unified School District in the City of Orange as a Criminal Justice Instructor, the Los Angeles World Airports Police Department, and the Los Angeles Police Department for patrol and training. In those departments he was awarded the position of an FTO (Field Training Officer). His training and experience extend to a vast number of P.O.S.T. Certified Courses in Law Enforcement. He has acquired the basic P.O.S.T. certificate from the Commission of Peace Officer Standards and Training with the Department of Justice. During his 6-year tour in the United States Army, he was deployed in support of Operation Enduring Freedom as a 19 Delta Cavalry Scout (Reconnaissance) with a rank of Sergeant. Mr. Colindres ensures that our officers in the field are well-trained and are well-equipped to fulfill the expectations of our clients.

Regional Manager, Mr. Joe Leal is at the helm of the Operations Department at AIS. He has over 23 years of combined Military, Federal Service, and Corporate Security Management with an emphasis on training, recruiting, and customer service. He holds significant positions such as Commissioner for Veterans, Los Angeles County, 1st District and Assistant Director, and Army Reserve Employer Support of the Guard and Reserve (ESGR). He has managed staff levels of all sizes and brings an increased level of leadership to the team. He oversees the Operations Department, but also contributes to a variety of additional support functions including Human Resources, Marketing/Branding, Recruiting, Risk Management, Business Development, and Logistics. He has also established National, State and County Veteran collaborative programs through outreach and engagement with the community. He was awarded the "Call to Service" award by President Obama.

Director of Human Resources, Ms. Jeanette Ayala is a professional with more than 20 years of human resources management, business management and teaching experience. The Director of Human Resources works directly with the compliance department to plan, develop, and deploy policies applicable to all departments of our organization. Additionally, our HR Director provides our recruiting department with the necessary human resources input to execute best practices for



hiring and talent management. Ms. Jeanette Ayala serves as a member of the Court Appointed Special Advocate (CASA) program for children in the foster care system. She has held positions of increasing responsibility in the Business Management, Human Resources Management and Staffing functions at several nonprofits and for-profit organizations. Additionally, she joined the faculty at San Bernardino Community College District, where she has taught a variety of human resources management class and diversity inclusion courses. She has earned a Doctorate degree in Organizational Leadership at Brandman University and a master's degree in Business Administration (MBA) and in Human Resources Management.

Director of Compliance, Mr. Rogelio Flores is responsible for overseeing AIS's robust compliance program. He has over 35 years of security experience and has held several administrative and operational positions throughout his career. He has extensive knowledge on physical security systems (such as Network Systems, CCTV, Access Control, Lighting, Fencing, Barriers, and Locking Hardware, as well as Integration and Fire-Life Safety Systems). He has been certified by Los Angeles Fire Department's Community Emergency Response Team and their Urban Search and Rescue Team. He has also been certified by Texas A&M and TEEX in Weapons of Mass Destruction. The Director of Compliance also served as a member of the security committee at the Los Angeles Union Station where he evaluated the security threats of rail systems throughout Los Angeles. He was also a member of the National Association of Chiefs of Police (NAOCOP) and the Overseas Security Advisory Council (OSAC).

Quality Assurance Manager, Mr. Samuel Santillano is the bridge between our guards, AIS, and the client. Mr. Santillano routinely inspects guard posts to check the status of their performance and to get an idea of how they are adapting to their positions. With the guards' feedback, he can administer either additional clarification or training. Any needs or concerns from our guards are addressed to ensure that the guards are working optimally. All client staff will have the QA Supervisor's number in case of emergencies or to immediately address complaints. Mr. Santillano is responsible for conducting initial site threat assessments and developing post orders with the client. His duty is to also conduct orientation and site-specific training alongside the Executive of Operations & Training, Mr. Bryan Colindres, to ensure that the officers are knowledgeable in the Scope of Work.

Training Coordinator, Mr. Larry Morrow has 30 years of training in law enforcement and 17 years of experience in law enforcement. He received his training from the Rio Hondo Police Academy and is a trainer for BSIS approved training courses. During his time in law enforcement, he has won medals in the California Olympics and the World Police and fire games. He oversees the training of security officers and creates avenues to become a field supervisor. He is also responsible for strengthening client relationships and conducting incident investigations. The Training Coordinator regularly adapts his classes and training to fit specific job duties set forth by our clients. He is also responsible for teaching CPR, First Aid, Self Defense and many more certifications.

LUCY J. LIN Email: llin@absolutesecurityintl.com

PERSONAL QUALIFICATIONS:

Offers more than thirty (30) years in executive management experiences with a comprehensive background in HR & Administrative management; Marketing Development; Government Contracting; Operations System control in the private patrol sector, as well as executive management related to HR, administration, marketing, operations, and legal issues including collections, mediation, conciliations.

- Expert in Executive management & Business Administration
- Extensive Experience in Finances, Marketing, and Operations
- City of Los Angeles Attorney's office certified Mediator

With experiences in

· Strategic Business Planning and International Business Negotiations

PROFESSIONAL EXPERIENCES:

Ms. Lucy Lin, President and Qualified Manager of Absolute Security International, Inc., a security services provider for the Southern California region, has over 30 years of experience providing high quality, low-cost security services for both public and private clients alike. She possesses a wealth of business ownership, management, contracting, and administration insight that is critical to the company and its reputation as a prominent provider of security services.

Driven by her desire to provide the best security services at the lowest cost and building upon the experience gained through her previous endeavor, Odona Central Security, Inc., AIS specializes in negotiating cost-effective, customized security programs for all clients – public and private alike.

Ms. Lin holds an Executive Masters of Business Administration degree from Claremont College and a visiting scholar from Cambridge University. She studied under the tutelage of Dr. Peter Drucker, widely regarded as one of the most influential thinkers of modern management. Ms. Lin is further certified as a mediator with the City of Los Angeles, City Attorney's Office. Her background, bolstered by her experience, allows Ms. Lin has given her the capacity to effectively grow Absolute Security International, Inc. into a prominent player on the security services stage in Southern California.

Ms. Lin's mantra for Absolute Security International, Inc. is *Your Protection is Our Mission. Your Safety is Our Goal*. Based on that philosophy, as well as her extensive background in handling security services, Absolute Security sets out to provide the best, uncompromised, and secure security coverage at the lowest possible cost. All Operations at Absolute Security will first and foremost always fulfill the <u>security</u> needs of our client before all else.

Ms. Lin is currently the Founder, Owner, President, and QM of Absolute Security International, Inc. She oversees the Marketing, Operations, Financial, Human Resources, and Legal departments at AIS. At the helm, Ms. Lin has acquired massive government and corporate contracts in addition to high profile contracts such as the LADWP, LADOT, HACLA, LACFD, the County of Riverside and various other municipality and city contracts. As such, under Ms. Lin's leadership, AIS has increased its annual sales revenue by more than 35% each year.

Previously, Ms. Lin held the position of Chief Administrative Officer, QM, and Partner at Odona Central Security, Inc. There, she managed all administrative responsibilities, but also greatly contributed toward the company's Operational strategies. At Odona, Ms. Lin oversaw a resurgence of the company from near bankruptcy to a net worth of over \$5M.

DAVID R. REYNOSO

Professional Experience

Chief of Operations, Absolute International Security (01/2022 – Present)

Chief of Police - City of El Monte Police Department, Director of all police operations and personnel for Police Department of San Gabriel Valley (04/2015 – 12/2021)

Police Captain Operations Division Commander – Baldwin Park Police Department, commanding officer of all operations bureaus and personnel (12/2013 – 04/2015)

Police Lieutenant Watch Commander - Baldwin Park Police Department, managed two patrol shifts, responsible for the approval of all shift police reports and supervision of police sergeants and offices (07/2013 to 12/2013)

Police Lieutenant Support Services Commander – Baldwin Park Police Department, overall administrative command of support services bureau, to include general investigations, special investigation, gang enforcement, records and dispatch management (03/2011 to 07/2013)

Additional Qualifications

Adjunct Staff Westwood College (01/12 to 04/15)

Adjunct Staff Rio Honda College (07/15 to Present)

Core Competencies

Mentoring & Tutoring, Setting School Schedules, Student-Centered Instruction, Curriculum Development & Implementation, Classroom Management, Instructional Programming & Brainstorming in the following courses.

Bachelor of Science degree in Criminal Justice Supervision and a Master's Degree in Organizational Leadership. He is also a graduate of FBI National Academy #244 and completed the Sherman Block Leadership Institute Class #121. As an educator, the Chief of Operations continues to work as an adjunct professor at local colleges.

Military

Corporal – United States Marine Corps, acquired supervisory position (6/85 – 8/89)

Honorable Discharge – Active duty

Education

Chapman University – Master of Arts Organization Leadership, March 2011

Union Institute & University – Bachelor of Science Criminal Justice Management, June 2008

Long Beach State University, 2011-2013

UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION





Issues this award thereby certifying that

David Raul Reynoso

Baldwin Park Police Department, California has completed a general course of instruction afforded by the

FBI National Academy United States Department of Justice

at Quantico in the State of Virginia for a period of ten weeks ending this the eighteenth presents is entitled to such professional standing as a law enforcement officer as may be day of March in the year of our Lord two thousand and eleven and by these properly accorded by reason of the completion of such course of instruction

Bio H. Holder

Morney General

Louny Supulles

STATE OF CALIFORNIA DEPARTMENT OF JUSTICE



Commission on Peace Officer Standards and Training

Has awarded this

Executive Certificate

10

DAVID RAUL REYNOSO

CHIEF

EL MONTE POLICE DEPARTMENT

April 12, 2017

who has satisfactorily completed the requirements for the award described in Title 11. Division 2, of the California Code of Regulations.

Joyce & Oud Day

CHAIRPERSON

Edul & Brown

EDMUND G BROWN JR. GOVERNOR MANUEL ALVAREZ JR

EXECUTIVE DIRECTOR

E 1588

Bryan Colindres Email: bcolindres@absolutesecurityintl.com

OBJECTIVE: I am a certified training instructor, Project Manager for multiple governmental and municipal contracts, and experienced leader in the private security sector. I have been an instructor at Orange Unified School District, a police officer (field training officer) with the City of Los Angeles, and an Army Veteran. I am bilingual in English and Spanish.

EMPLOYMENT HISTORY

- 12/2015-Present Absolute International Security Inc. Executive of Operations & Training 4255 Tyler Ave El Monte, CA 91731 (626) 858-7188
- 10/2014-09/2015 Orange Unified School District (City of Orange ROP) Criminal Justice/CSI Instructor 1401 N. Hardy St., Orange, CA 92867 (714) 628-4000
- 09/2013-10/2014 Southeast ROP (Norwalk-La Mirada Unified School District)

 CJ/CSI Instructor
 12940 Foster Rd, Norwalk, CA 90650 (562) 860-1927
- 10/2006-03/2010 L.A. World Airport Police Department, PSS Field Training 6320 W. 96th Street, Los Angeles, CA 90045 (310) 646-0200 Police Officer
- 03/2003-03/2009 U.S Army Cavalry Scout (Reconnaissance) Sergeant 950 N. Cucamonga Ave., Ontario, CA 91764

EDUCATION/TRAINING

- 06/2011-08/2014 East San Gabriel Valley Regional Occupational Program West Covina, CA
 Criminal Justice Associates Degree Program (Associates Degree Awarded)
- 05/2013 California Commission on Teacher Credentialing Sacramento, CA
 Career Technical Education Teaching Credential (Public Service)
- 11/2011 Rio Hondo College Whittier, CA
 Peace Officer Standard Training (P.O.S.T. / PAC 43.14 Field Training Officer Course)
 (Certified as FTO on 11/07/2008)
- 06/2007-07/2007 L.A. World Airport Police Police-Peace Officer Standard Training, Los Angeles, CA 832.1 P.C. Aviation Security Training (Certified on 06/08/2007)
- 10/2006-05/2007 Los Angeles Police Department Los Angeles, CA Los Angeles Police Department Academy (DIPLOMA 05/25/2007)

QUALIFICATIONS

- Excellent customer service skills
- Excellent verbal and written communication skills
- Ability to work independently and in a team-oriented environment
- Ability to organize, plan and coordinate multiple tasks with a high sense of urgency and follow-through
- Involved in plenty of various investigations and arrest
- Can create curriculum for any environment in designated field
- Ability to work effectively with people from diverse backgrounds
- Trained and protected lower enlisted personnel
- Operated daily in administration environment/ support in field operations
- Veteran of operation enduring freedom
- Willing to travel



Bureau of Security and Investigative Services P.O. Box 989002 West Secramento, CA 95798-9002 (916) 322-4000

FIREARMS TRAINING INSTRUCTOR

Certificate No.

Receipt No. 1670

BRYAN COLINDRES

Valid Until: 06/30/2023

Issue Date: 06/12/2017

In accordance with the provisions of Division 3. Chapter 11.5 of the Business and Professions Code, the Individual named hereon is issued a Training Instructor Certificate.

Bureau of Security and Investigative Services P.O. Box 989002 West Sacramento, CA 95798-9002

(916) 322-4000

--- NON-TRANSFERABLE ---- POST IN PUBLIC VIEW ----

OPER 1006/CERTISS/001716

5

\$0000345



BATON TRAINING INSTRUCTOR

Certificate No.

Receipt No. 651

BRYAN COLINDRES

BRYAN COLINDRES

Valid Unbil: 02/29/2024

Issue Date: 02/21/2018

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the individual named hereon is issued a Training Instructor Certificate.

-- NON-TRANSFERABLE ---- POST IN PUBLIC VIEW ---

OPT IS 1209 CERTINISHED IN

Joe Leal, US Army

jleal@absolutesecurityintl.com

Summary of Experience:

Established National, State and County Veteran collaborative programs; through outreach and engagement within the community recognized lack of consideration given to Veterans and their families in all areas of housing, employment, health and camaraderie. By establishing and strengthening public/private partnerships, engaging key stakeholders, coordinating activities and leveraging resources among collaborative entities to improve and empower Veterans' community partnerships. Energetically sharing the story of Veterans, educating the community and acquiring financial support through public speaking requests for those organizations outside of the Veteran community. Actively seeks and supports homeless Veterans throughout Southern California via personal connection, education, resources and solutions. With over 23 years of combined Military and Federal Service, I continue to organize and lead several events to better improve the lives of our brave men and women in uniform including their Families.

Accomplishments:

- Created the Vet Hunters Project; a nationwide Organization for homeless Veterans driven by 100% volunteerism.
- Founded the San Gabriel Valley "Heroes in the Shadows," homeless Veteran Stand Down. Currently on our 5th Annual.
- Hand selected for the Steven A, Cohen Military Family Clinic at USC Advisory Board Member.
 Two time Recipient of the former President Obama "Call to Service Award"
- KCET Local Hero Award for my approach to homeless outreach.
- Telemundo National Heroes Award for my dedication to help end and prevent Veteran homelessness.
- Association of the United States Army "Dwight D. Eisenhower" Family Readiness Group Leader Liaison
 Employer Support of the Guard and Reserve "Seven Seals" award.
- · Latin Business Association Community Hero of the Year
- Founder of the Los Angeles County Veterans Resource Expo
- Founder of the Los Angeles County Fair Heroes Corner
- · Directly involved with LA County Military and Veterans Affairs homelessness program; planned, engaged and participated
- Recognized as Veteran of the Year, 2014 Congresswoman Napolitano and Assembly member Hernandez

Professional Experience

Absolute International Security

Operations Coordinator 2017 - Present

Responsible for the daily operations of a major security corporation. Manage and direct an office staff of 20 to ensure that the management team exceeds all company expectations. Work closely with Account Managers to train, hire and mentor officers of the highest caliber. I work diligently to decrease non billable overtime, raise customer service and increase revenues and profits. I approve all weekly schedules, payroll and officer/supervisor reports. Meet regularly with staff to make sure all goals and objectives of the company are met.

Department of Defense/Department of Army Los Angeles, CA

Soldier and Family Readiness/Military Liaison

2009 - Present

Provide administrative and clerical assistance to the Commander and Family Readiness Group (FRG) Leaders in the area of Family Preparedness during and prior to deployment. Event coordination consisted of scheduling speakers from community based entities that provide resources to Soldiers, Veterans, and their families. Maintained Family Readiness Group volunteer files and coordinates training for interested volunteers. Assists with arranging travel to volunteer trainings through Defense Travel System. Contributes to combat readiness by promoting efficient and effective communication between command, Family Readiness Groups, and family members of a 4500 (plus) personnel. Performs periodic and special staff visits conducting compliance inspections throughout the command. Collaborates with Army Reserve Ambassadors, other Family Program agencies, and major subordinate commands of different echelons in order to effectively promote awareness of Soldier and family benefits through reintegration events. Responsible for scheduling and coordinating various family activities, deployment events, and training for FRG volunteers.

United States Army 1995 - 2004

Infantryman/Ordnance Corps

Trained Soldiers in Water Born and Jungle Operations, Fort Sherman Panama, Trained Bosnian and Hungarian Soldiers in Operation Joint Guard as part of the KFOR Operations. Was also a West Point Military Academy instructor (Camp Buckner) in the Bayonet, Combat Life Saver and OPFOR training operations. Trained the Iraqi Police force during Operation Iraqi Freedom. Deployed to Kuwait and Iraq in the initial invasion to help assure safety of U.S. personnel. Conducted combat operations in support of operation enduring freedom.

JEANETTE AYALA, Ed.D., SPHR - Director of HR

jayala@absolutesecurityintl.com

Strategic and innovative executive who translates business vision into initiatives that excel at performance, profitability, growth, and employee engagement. Empowering leader and influencer who thrives on tough challenges and translates visions and strategies into actionable, value-added goals.

- · HR Policy, Process & Systems Design
- · Employee Relations & Diversity
- · Strategic Planning

- · Budget Management
- · Compensation & Benefit Management
- FMLA, ADA, EEOC Compliance
- · Succession Planning
- · Workforce Planning & Development
- · Leadership, Training and Development

PROFESSIONAL EXPERIENCE

- Council the Chief Operations Mangers on legal and regulatory compliance in areas of employee relations and workplace policies, Workers' Compensation, reporting, benefits administration, compensation and payroll and other Human Resources matters.
- Strategize the design, implementation and ongoing management for HR programs which foster positive employee relations, high levels of engagement, and mitigate business risk.
- Interpret and implements HR policies, practices, and company philosophy to ensure effective administration of the same. Maintains current knowledge of state and federal legislation and regulations and ensures corporate compliance of EEO, ADA, FMLA regulations, and established corporate policies.
- Conduct need analysis to Identify training needs, define program to address the needs, and consult with leadership on all Training/Development initiatives.
- Establish effective partnerships and communication with all levels of management and Human Resources staff to ensure programs and processes are delivered and implemented consistently throughout the organization.
- Lead succession planning for key management roles and execute a strategic staffing strategy to ensure a robust and diverse pipeline of talent across the organization.
- Design, plan and administer budgets equitable compensation practices consistent with corporate guidelines.
- Developed and managed budgets for legal counsel, recruitment, temporary staffing, benefits, and other areas in the human resources.
- Conducted audits, resolved complex issues, and designed recommendations for improvement to existing processes.
- Effectively executed full scope of human resources management functions, directing departmental staff and workflow to accomplish goals within strict budget and timeframe constraints.
- Reduced Workers Compensation claims by 40 % by effectively introduced strategic plans, trainings and staff-development initiatives which generated a cost saving over \$100, 000 dollars.
- Created equitable recruitment policies, compensation, strategic hiring, candidate selections, reassignments, and employee promotions to meet evolving needs of management team and staff.
- Negotiated company healthcare benefits and procured varied business insurance policies to ensure most favorable benefits packages and within budget. Identified over \$120,000 dollars in cost savings through the audit of insurance benefits plans and by purchasing insurance policies for organization.

EDUCATION

DOCTORATE IN EDUCATION, ORGANIZATIONAL LEADERSHIP	2021
Brandman University, Irvine, CA	
MASTER'S IN BUSINESS ADMININSTRATION (MBA)	2012
Keller Graduate School of Management, Long Beach, CA	
MASTER'S IN HUMAN RESOURCES MANAGEMENT DEGREE	2010
Keller Graduate School of Management, Long Beach, CA	
BACHELOR OF SCIENCE, MAJOR: CRIMINAL JUSTICE	1998
John Jay College, New York, NY	25
Senior Professional in Human Resources, (SPHR) Certification	2021

ROGELIO FLORES

PHONE: 626-858-7188

EMAIL: rflores@absolutesecurityintl.com

ADDRESS:

SKILLS, CERTIFICATION & TRAINING

- Exceptional Customer Service Skills (verbal & digital)
- Proficient Bilingual communication (English &Spanish)
- Excellent problem-solving abilities
- Expert in Security Related Software & equipment
- Familiarity with both Windows Office Suite & Google Suite
- · High computer Literacy skills
- Extended knowledge of security electronic equipment
- John E. Reed, Interview &Interrogation Course
- Certified Emergency First Responder (FFR)
- WMD, Threat Risk Assessment (DHS-ODP)
- Overseas Security Advisory Council (OSAC)
- Workplace Violence, Mail Fraud, Legislative Trends (ASIS)
- Emergency Response Team (CERT)
 Training (LAFD)
- Urban Light Search & Rescue Training (LAFD)
- Experienced in visual communication

WORK EXPERIENCE

Absolute International Security, Director of Compliance 2020—Present

- Lead and manage all compliance-related projects. Create and maintain quality assurance and compliance program for various departments within the company Develop, implement, and enforce written compliance policies and procedures.
 Draft and maintain departmental standard operating procedures.
- Advise internal management or business partners on departmental compliance programs.
- Address and respond to any compliance issues identified as quickly and efficiently as possible.
- Conduct periodic internal monitoring and review. Respond promptly to external audits and compliance-related questions. Review and make recommendations as to policies and procedures improvements.
- Stay up-to-date on regulations and laws impacting the security guard services industry. Keeping abreast on the industry trends and best practice.

Superior Protection Services – Security Manager 2018–2020

- Overall management of customer accounts.
- Arranged & attended meetings with customers
- Manage real-time employee reporting systems (TrackTik)
- Daily overview & management of employees
- Weekly visitations to customer sites to stay up to date
- Development of customized security programs for customer accounts.
- Responded to on-site emergencies as they developed.

American Guard Services - Director of Operations 2011–2018

- Daily management of accounts & branch personnel
- Tasked with the configuration, implementation & managing of the Real Time Reporting Systems (FFM)
- Developed training material & programs to enhance the value of service by expanding the guard's knowledge
- Attended Pre-bid & selection board meetings to assist with proposals & business development
- Start-up & management of new branches nationwide

American Protective Services – Account and Branch Manager 1989-2018

- Conducted on-site inspections to verify compliance with post instructions at sites.
- Oversaw the quarterly financial/billing reconciliation of major accounts
- Coordinated site visitation and organized meetings with Site Supervisors
- Assignment of personnel for more than 36,000 hours per week for contracted security services
- Responsible for on-site compliance of company & client regulations
- Maintained associated automated systems & data dealing with officer's qualifications, site requirements & incident/daily activity reports
- Assisted in the development & instructor of a regional field supervisor program
- Processed payroll & billing information
- Responsible for purchasing, assignment & maintenance of security related equipment including firearms for armed officers.



SAMUEL SANTILLANO

LIABILITY, SECURITY AND INVESTIGATIVE SERVICES

CONTACT INFO



SSantillano@AbsoluteSecurityIntl.Com



Cell:

Office: 626.858.7188

EDUCATION

WESTERN CHRISTIAN HIGH SCHOOL - UPLAND, CALIFORNIA

- Diploma
- -Sept 2007 June 2010

AZUSA PACIFIC UNIVERSITY - AZUSA, CALIFORNIA

Bachelor's Degree • Business Management Sept 2010 - Dec 2014

EXPERIENCE

Absolute International Security • Quality Assurance - Assistant Manager and Training Instructor

- **•DEC 2017 PRESENT**
- -Attend and present at RFP meetings for new contracts
- -Formulate and carry out action plan for clients
- -Conduct threat assessments, site reviews and write post orders for new contracts
- -Conduct training courses to certify officers for permits
- -Conduct site and post checks for quality assurance

TRAINING EXPERIENCE AND LEADERSHIP

Instructor Certifications:

- -ASP Baton
- -OC/Pepper Spray
- -Flashlight
- -Handcuffs/Restraints



5. Staffing Capabilities and Workload

AIS currently services the Counties of Los Angeles, Orange, Riverside, and San Bernardino. This includes municipal, government, and private contracts in both armed and unarmed positions. AIS is currently expanding company operations by partnering with local workforce agencies such as Goodwill, Vet Hunters, and America's Job Centers. This allows our company to meet specific officer requirements from our clients including bilingual in Spanish, experience working with law enforcement, and officers with proven history of high-caliber security training.

a. Staffing Plan

We will staff the location of County of LA Public Works as indicated in RFP with officer(s) who have been highly trained in their security responsibilities as well as customer service. We will utilize officers who have been trained for the specific details and scope of work at your sites and we will train another two officers for backup. This will ensure that there is a consistent presence with officers who are familiar with the post assignments, employees, vendors and guests. In turn you will reap the benefits of knowing who is on post, that they are site specific trained and are familiar with your employees. Additionally, we will also have our Field Supervisors trained for the specifications of your post and be ready to deploy at a moment's notice. We will never send out an officer who does not understand the scope of work or what your expectations are. This ensures that you will always have highly trained personnel on site at any time. For whatever reason, if the usual officer is unable to work, we will deploy a replacement that is also trained and has knowledge of all aspects of this post. Once on post, the replacement officer will be required to perform the same duties, tasks and assignment to those of the regularly scheduled officers.

b. Security Guard Absences

As with any human capital industry, the security service industry has known attendance issues including tardiness and last-minute call offs. AIS has implemented many steps to minimize this issue. The first step is to ensure clear communications between scheduling, communications, quality assurance, and operations departments to ensure that a clear schedule is produced with officers who are qualified and happy with the sites that they are assigned to, thereby minimizing attendance mishaps as much as possible. Secondly, we implement a pool of rover/Quality Assurance officers who are trained for County of LA Public Works site to allow us to fill vacant spots on a moment's notice to ensure that the client never ends up with an unprotected site.

c. Emergency Requests

AIS has a 24/7 Call Center for our clients to immediately speak to a communications officer/Dispatch regarding any additional service needs, suggestions, questions, concerns, or complaints. Any emergency requests will be directed to AIS management who will contact the client with a plan of action. AIS will fulfill requests to the best of our ability, including using site-trained supervisors for emergency coverage if needed. Any emergencies will have AIS management contact the client with the event briefings and if necessary, pursue an in-person meeting to address the situation. Our clients will have the emails and phone numbers to our management team.



6. Similar Experience

What sets Absolute International Security (AIS) apart from other security companies is the higher standards the company holds our officers to. The commonality between AIS and other security companies stops at having security guards. Our higher expectations and rigorous screening process allow us to isolate the cream of the crop. Furthermore, we supply additional direct supervision in the field to allow our clients to rest assured that your facilities/locations are being protected.

We require our officers to maintain a professional demeanor at all times. An officer's conduct is crucial in representing AIS and more importantly, you, our client. As such, we put very high emphasis on finding the right placement of each and every security officer to guarantee the success of the operation. The following are clients that we are providing similar services for and a brief highlight of how our qualifications differ from other competitors.

Los Angeles Police Department

Brief Project Description: AIS provides as needed professional security guard and patrol services to support the LAPD at City facilities including the La Zoo, Japanese Garden, Cabrillo Beach Parking Lot, Bureau of Streetlighting, Personnel Department, and up to 25 more jobsites.

County of Riverside Department of Public Social Services

Brief Service Description: AIS provides unarmed security guards at 33 various locations for the County of Riverside Department of Public Social Services. Our guards are responsible for maintaining a safe environment and a professional image to present to all employees and the public. AIS's security officers' main duties are to lawfully prevent unauthorized access and secure areas within the County's facilities, possess and exercise strong interpersonal interactive skills when dealing with the public, and to always display a professional image and manner while on duty.

County of Los Angeles Fire Department

Brief Service Description: AIS provides armed officers for three sites at Los Angeles Headquarters, Pacoima, and Castaic. The rigorous screening process for this client includes a Federal LiveScan, physical/drug screening, and certification/licenses check. The certification and licenses required include a BSIS Guard Card, exposed firearm permit, baton permit, and CPR/First Aid certifications. At the Los Angeles Headquarters location, there are positions including an entry access officer, who logs visitors in and out of the facility after checking for valid County employee badges, and a lobby officer, who makes periodic patrols and oversees the CCTV system, among others. The Pacoima and Castaic locations require additional vehicles per site, which are used for an 8 hour and 24/7-hour patrol respectively. Every site has 24/7 coverage every day of the year including federal holidays.



Los Angeles County Development Authority

Brief Project Description: AIS provides regular and temporary (on an as needed basis) security officer services for the Los Angeles County Development Authority (LACDA), the County's affordable housing and community development agency. Officers are required to protect all LACDA staff, housing residents, clients, vendors, visitors, general public, etc. at the assigned location. AIS also provides armed, foot, and vehicle patrols at various other LACDA's Facilities, which include administrative buildings, housing development sites, construction sites, special event sites, and other locations as assigned by the LACDA throughout Los Angeles County.

Los Angeles Department of Water and Power (LADWP)

Brief Service Description: AIS provides armed and unarmed security officer services at various LADWP facilities and projects to safeguard life and property, employees, visitors, and members of the general public. Through task order requests from LADWP, we provide security officer and emergency security services. AIS's security officers' main duties are to prohibit unauthorized access to the property, deter crimes such as vandalism, theft, graffiti, etc., report to police or fire authority as necessary, maintain peace and order through foot and vehicle patrols, ensure safety of patrons and property, and provide a security presence. Officers are mandated to call the Central Monitoring Station every two hours to keep them well-informed on any issues seen and/or heard. Our security officers are required to be properly screened, trained, qualified, and certified to ensure continuous and uninterrupted services.

City of Rancho Cucamonga

Brief Project Description: AIS provides unarmed security guard services for City owned parks, community centers for special events, transit stations, and government facilities. AIS provides standing security officer services for the Metrolink train station and its adjoining parking lots with duties to include platform security, patrol routes and parking lot surveillance. Their primary role is to protect the people and the property of the City from potential crime or vandalism, report any illegal activity to the Police Department, and provide a security presence to ensure protection in the area and serve as a visual and physical deterrent to crime. At this location, AIS also provides security officers with electronic patrol tour verification devices to generate complete tour reports for the City.

Housing Authority of the City of Los Angeles

Brief Service Description: AIS provides armed and unarmed security services for the commercial sites of HACLA. Officers working on these sites are required to have exposed firearm, baton, OC pepper spray, and CPR/First Aid permits. They are also required to pass a background check by the LAPD to obtain a special Patrolsman Permit. Officers are to secure site checkpoints and entry areas, acting as a visible force to deter potential crime. Duties also include confirming the identities and authorization of visitors, escorting staff at the beginning and after work, de-escalating troubled guests, and patrolling the perimeter of the facilities. Our officers act as the back-up, eyes and ears, and extension of the LAPD officers at HACLA sites.



7. Minimum Mandatory Requirements

1) Proposer must possess a valid and active California issued private patrol operator license.

AIS is a licensed private patrol operator approved through the Bureau of Security and Investigative Services (BSIS) since 2009. **Our PPO License number is 16302.** Please see attached our PPO License and License of Verification on page 133.

2) Proposer must have a minimum of 5 years of experience providing security services for private and/or public institutions.

Yes. AIS was established on September 26, 2008 as a C-Corporation and has been in business for over 14 years. And our operations team has over 70 years of combined Law Enforcement, Corporate Security, and Airport Police/Security experience. The AIS team will bring their extensive knowledge in every aspect of the security field to satisfy the needs of clients whether they are governmental entities or private organizations.

3) Proposer's supervising employee must have a minimum of 3 years of experience supervising security service operations.

Mr. Bryan Colindres will be the Account Manager for this contract. Mr. Colindres has **over 7 consecutive years of experience** overseeing large municipal and government security contracts. Each of these sites retain over 20 officers, requiring stringent background checks, applicant screening, training, and professionalism.

The Chief of Operations, Mr. David Reynoso, will be supporting leadership of contract implementation and client communications. Mr. Reynoso has over 30 years of law enforcement experience. His experience as former Chief of Police, Police Captain Operations Division Commander, and SWAT Team Leader allow him to keep AIS officer performance at a level that normal security companies are not accustomed to providing.



6. WORK PLAN

AIS fully understands the Scope of Work of County of Los Angeles Department of Public Works Security Services for Various SWMD Field Locations (BRC0000374) and completely complies with the Scope of Work stated in Exhibit A.

AIS takes pride in providing all of our clients a second to none management team response. Clients have 24/7 access to both our in-house dispatch center as well as direct lines to assigned project manager(s). This reassurance that a solution is only a call away gives all of our clients the peace of mind that no matter the situation, whether concern or request, all communication between the client and AIS will be addressed swiftly, efficiently, and effectively.

Scope of Work Description

1. Basic Function

- a) AIS security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned locations; safeguard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.
- b) AIS shall provide a security vehicle for the performance of patrols as required by the Contract when requested and authorized by Public Works. Vehicle travel costs incurred in the performance of required patrols shall be reimbursed at the County's current employee permittee mileage rate upon approval from the CM and/or PWR, which will be provided to the Contractor upon request. Should AIS's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to AIS shall be reimbursed by AIS to their staff personnel.

2. Performance Standards

- a) AIS security officers shall not eat, read, or use laptop computers, or any handheld personal audio or video electronics, or similar devices at any time while at their assigned posts.
- AIS security officers shall remain awake, alert, and attentive during their shifts, without exception.
- c) AIS security officers shall be in appropriate uniform attire as outlined in this Exhibit A, Scope of Work, Section J.1, Contractor-Furnished Items. AIS security officer uniforms shall include black shoes and badges at all times. Uniform hats are not required.
- d) AIS security officers shall not remove or borrow County materials or equipment, or items owned by employees of the County. This includes heaters, fans, radios, food in employee break room refrigerators, etc.
- e) AIS security officers shall not leave their assigned post until properly relieved.
- f) AIS security officers shall not use any County telephones for personal use. Any communication not related to the contracted services is prohibited. Only calls related to the contracted services, such as making or receiving calls to or from their supervisors or County representatives is permitted.



- g) AIS security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees during the security officer's working hours is discouraged.
- h) AIS security officers shall maintain their post desk in a neat and presentable manner.
- AIS security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the CM and/or PWR.

3. Knowledge and Skills

- a) AIS security officers shall be able to write and speak English, prepare clear and concise reports, and remember facts and details concerning specific situations.
- AIS security officers shall have a good knowledge of self-defense and public restraint procedures.
- AIS security officers shall be able to communicate effectively with individuals and the general public.
- d) AIS security officers shall have good knowledge of their assigned post orders, including recognizing areas requiring enhanced vigilance or more frequent patrolling/surveillance.
- e) AIS security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

4. Attendance

- a) AIS security officers shall be punctual and have regular attendance.
- b) In the event a scheduled security officer(s) is (are) not going to report on time for the shift, AIS shall notify the on-site CM and/or PWR for the specific facility prior to the scheduled starting time.
- c) In addition, AIS shall provide a substitute within an hour of the scheduled time.
- d) AIS security officer(s) shall not relieve the duties of their post for any amount of time before the end of their scheduled shift, without prior notification to, and permission from the CM and/or PWR.

5. Patrols

- a) AIS security officers shall conduct vehicular patrols on routes as defined by the CM and/or PWR. Routes or points of emphasis along the designated routes may vary at the discretion of the CM and/or PWR.
- b) AIS security officers on patrol shall log daily tour reports complete with vehicle information, patrol start and end time, notes of any suspicious activity, and mileage incurred during the patrol. The County reserves the right to request odometer readings for any potential discrepancy in mileage reimbursement claims.
- c) AIS security officers on patrol shall have a working mobile phone or two- way radio on their person at all times should they need to make any emergency calls or should they need to be contacted by the CM and/or PWR. Any instance of the security officer's nonresponsiveness during his/her scheduled patrol may constitute AIS nonperformance and incur penalties in accordance with this Exhibit A, Scope of Work, Section V, Liquidated



Damages or Exhibit F, Performance Requirements Summary, at the discretion of the CM and/or PWR.

6. Reports and Logs

- AIS security officers shall maintain daily security log sheets which shall be archived and made available each day to the CM and/or PWR, upon request.
- b) AIS security daily log sheets shall include, but are not limited to, name of officer on-duty, times for the beginning and the end of the daily shift, times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.
- c) AIS security officers shall log the description and plate number of vehicles that may be considered suspicious or those that have no apparent destination within the facilities.
- d) AIS security officers shall report immediately (to the facility's on-site Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Contract Manager, within 2 hours after the start of the next County workday, a detailed, narrative report of any incidents concerning the events outlined above.

7. Supervisor's Inspection

- a) AIS shall provide sufficient supervisory staff on each shift to ensure that each post assignment is inspected at least once each shift. Furthermore, AIS or its designated representative shall meet, at a minimum, on a monthly basis with the facility's on-site Contract Manager.
- b) AIS 's supervisor shall attempt to resolve all routine questions concerning the post assignments. Where unresolved questions arise, the supervisor shall contact the CM and/or PWR for direction. In the event of an emergency, the supervisor shall be notified immediately by the security officer on-duty.

8. Inquiries and Complaints

- a) AIS shall maintain and operate an active telephone line at an office within the County of Los Angeles and operated by a responsible person(s) who will take the necessary action regarding all inquiries and/or complaints that may arise from security officers, the public, or County personnel. This person(s) shall be available during patrol service hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage.
- b) AIS's office staff shall maintain an updated written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. This recorded log of complaints shall be made available for review and inspection by the CM and/or PWR upon request.

Responsibilities of the Contractor

a) AIS shall provide armed and unarmed, trained, and uniformed security officers.



- b) AIS security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall fluently speak and write the English language.
- AIS security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
- d) AIS security officers shall be over the age of 18.
- e) AIS security officers shall have a working knowledge of pertinent Penal Code Sections, i.e., powers of arrest, etc.
- f) AIS security officers shall be registered and be certified by the State of California, Bureau of Security and Investigative Services (BSIS.) and shall fulfill any other State or local license requirements. Security officers shall possess:
 - 1) California Guard Registration Card
 - 2) Valid and active California Class "C" Driver's License
 - 3) Valid and active Social Security Card
 - 4) Selective Service Card or military discharge papers (DD214, if a Veteran)
 - 5) California Firearms Qualification Cards (for armed security officers)
 - 6) Bureau of Security and Investigative Services impact weapon (baton) training
 - 7) AIS security officers shall complete drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last 10 years
 - AIS security officers shall possess a valid Red Cross or American Heart Association Certification in First Aid
 - AIS security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR)
 - 10) AIS Security officers shall be certified to use an Automated External Defibrillator (AED)
- g) AIS security officers shall be in good physical condition and able to carry out the requirements of the job.
- h) AIS shall provide a resume to the CM and/or PWR for each security officer identified to be employed under this Contract. Resume requirements are outlined in this Exhibit A, Scope of Work, Section O.6, Security Personnel Background and Experience.
- All AIS security officers performing work shall meet the above standards and the Contractor shall provide a written certification to the CM and/or PWR, at least one working day prior to assignment of a security officer for Public Works facility.
- j) No AIS security officer shall be assigned to a shift before receiving at least four hours onsite training (paid by the Contractor at least the living wage rate, as required by and in accordance with Los Angeles County Code Section 2.201.040) from the Contractor's supervisory employee.
- k) All AIS full-time (more than 35 hours per week) security officers assigned to this Contract shall limit outside employment to no more than 24 hours per week.



At the request of the CM and/or PWR, AIS shall remove from work, any security officer
who fails to meet the aforementioned requirements and any other obligations/regulations
described herein. AIS shall immediately replace any security officer removed or
unavailable, in order to continue the required service levels.

Additional Obligations

- a) AIS certifies that officers assigned to work at Public Works facilities, that those persons are in sound physical and emotional health necessary to perform the duties required of their post.
- b) Public Works locations and/or patrol areas in use by AIS shall be subject to inspection and shall be accessible to Public Works personnel or other public entities responsible for the inspection of other County and public facilities.at any and all times, if requested.
- c) AIS shall be responsible for any Public Works equipment issued to the security officer or AIS. AIS may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. AIS shall be liable for loss and/or damages, other than normal wear and tear, of said equipment.
- d) AIS shall be responsible for and provide security of all supplies and equipment under AIS's control or use during the course of this Contract.
- e) AIS may be required to provide minor short-term investigative surveillance services. AIS shall be responsible to hold all required State of California licenses and/or certifications to provide such services and be paid at AIS's armed Sergeant hourly rate indicated in Form PW-2, Schedule of Prices, unless otherwise agreed upon.
- f) Upon Public Works' written request, AIS may be required to provide the services of one or more armed or unarmed Lieutenant or Security Directors, as defined in this Exhibit A, Scope of Work, Section H.2, Contract Administration, Role of Contractor's Staff. The Contractor's compensation for Lieutenants shall be at the rate indicated on Form PW-2, Schedule of Prices.

Security Regulations

- a) AIS employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the work location. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary disturbance at any work location and shall be subject to all rules and regulations which govern that location.
- b) All weapons shall be in the custody of the security officer at all times.
- AIS shall immediately report to the facility's on-site Contract Manager for any accidents and/or loss of equipment, supplies, etc.
- d) AIS shall provide the CM and/or PWR with an updated staffing plan, with a complete list of employees who can be assigned to perform Contract work. The plan shall include all required permits and licenses, age, address, classification, date of birth, driver's license number, and length of service with AIS. Whenever personnel changes on this Contract are made, AIS shall supply an updated staffing plan.



- e) Where applicable, keys and other items issued by the County to the AIS's employees shall be picked up at the beginning of each shift and returned to the facility's designated on-site staff at the end of each shift, or as directed by the CM and/or PWR.
- f) Public Works will not pay overtime to AIS's employees required to work a 4/40 work week, if any. If a 4/40 work schedule is to be implemented, AIS shall be responsible for obtaining all necessary labor approvals from its employees in accordance with all applicable labor law codes and legal requirements for the work to be performed under this Contract.
- g) AIS shall ensure a high standard of conduct of its security officers. Examples of conduct which may be considered unsuitable are:
 - Vacating assigned post without authorization.
 - 2) Leaning against walls, doors, etc.
 - 3) Idle talk with other security personnel, County employees, or visitors.
 - 4) Reading newspapers, magazines, or other nonwork-related materials.
 - 5) Listening to radios, TVs, or CD players, or any other electronic devices.
 - 6) Wearing of headphones
 - Rude or imprudent conduct or actions directed to, or in the presence of County employees and/or visitors.
 - 8) Using cellular phones for personal business.
 - 9) Playing handheld computer devices, i.e., iPod, iPad, tablets, etc.

Emergency Conditions/Work Action

In the event of an emergency or unusual event, all employees of AIS located on-site shall be subject to the direction of the facility's on-site Contract Manager. AIS and its employees shall cross picket lines and provide contracted services during any work action or strike.

Contractor's Quality Control Plan

- AIS shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the CM and/or PWR on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:
- It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
- The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- A file of all inspections conducted by AIS and, if necessary, the corrective action taken.
 This documentation shall be made available upon request by the County during the term
 of this Contract.
- Updated information for all AIS's staff including but not limited to completed training, certifications, permits, licenses, etc. This information shall be made available upon request by the County during the term of this Contract.
- The methods for continuing assured service to the County in the event of a strike of the AIS's employees.

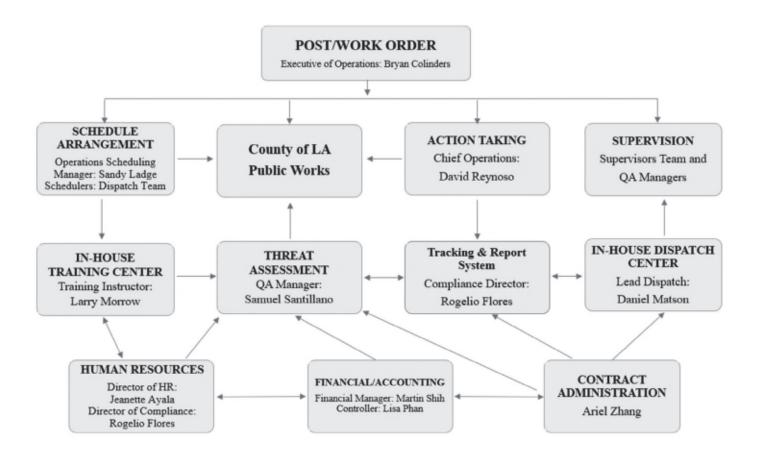


AIS Approach to the Scope of Work

AIS is committed to providing professional security service in adherence with the Scope of Work and will take the following approach to enhance and ensure the quality of the work:

1. Service Fulfillment Procedures

AIS is a full-service security firm that constantly strives for the best client satisfaction. We have streamlined our client feedback process to ensure better communication between our clients and the relevant AIS department necessary to provide you with a solution. Our 24/7 in-house Customer Service Dispatch Center guarantees a fast and reliable response to any and all inquiries that our clients may have. We have included our operations chart below detailing how the different departments of Absolute International Security will operate.





2. Training

AIS has its own State Licensed Training Facility and State Licensed Trainer. We handle our training in-house by running a full operational training facility at our corporate headquarters. Our Trainer, Mr. Larry Morrow has extensive training experience. Sample of training topics as following.

Basic Training

1. All training other than 832PC for all new hires:

All Absolute International Security (AIS) officers' and new hires are required to have completed upon application with AIS state mandated and certified training with the Bureau of Security and Investigative Services (B.S.I.S.) regulations.

2. On the job training:

All Absolute International Security employees working in a security officer capacity are provided with weekly in-service field and scenario-based training in any of the above stated topics as on the job continuing education, and before each officer is assigned to a job site, they will receive training in conjunction with specific Post Order and/or Scope of Work for each individual site. The Post Order and/or Scope of Work will be modified periodically.

3. Perishable skills training that is provided intermittently:

Other than weekly on the job training in the previous mentioned topics, sensitive use of force perishable skills and topics such as:

- Firearms Training and Certification (year-round training and re-certification)
- Baton Training and Certification (year-round training and re-certification)
- Chemical Agents (OC Pepper Spray) Training and Certification
- Arrest Tactics
- Self-Defense
- Training provided to guards:
- Sexual Harassment Training
- Crime Prevention and Response
- Dealing with Aggressive Behavior
- Interpersonal Communication
- Managing Conflict
- Teamwork
- BSIS Guard Card Training
- Firearm Training

- Crowd Control of Large Groups
- Preventing Discrimination and Harassment
- Workplace Safety Training
- Ethical Conduct
- Negotiation Skills
- OSHA Training
- Driver Safety Training



- · Terrorism Awareness Training
- Legal Powers and Limitations of Security Officers
- Observation and Documentation Training
- Crisis Response



BPPE Approved Training Facility: AIS' training is approved to operate as a Post-secondary School by the California Bureau of Private Post-secondary Education (BPPE). It is one of only 200 vocational schools approved by the Department of Consumer Affairs with strict guidelines for training instructor credentials, class curriculum, and success of enrolled students.

AIS Training Sector

AIS launched our new Training Sector in April 2010, offering training classes to in-house guards as well as for all those who are considering a career in security service.

The training sector has the following responsibilities:

- Responsible for all aspects of corporate training policies, objectives, and initiatives. Directs
 the design, planning, and implementation of corporate training programs and procedures.
 Plans and directs new training techniques and suggests enhancements to existing training
 programs. Ensures that the training programs meet federal, state, and local regulations.
 Measures the impact of programs and learning activities.
- Responsible for the overall satisfaction of customers. Plans and directs all aspects of training sector's staff and service functions. Develops and oversees training sector's staff and service policies, objectives, and initiatives. Demonstrates expertise in a variety of the field's concepts, practices, and procedures.



Familiar with a variety of the field's concepts, practices, and procedures. Relies on
extensive experience and judgment to plan and accomplish goals. Performs a variety of
tasks. Leads and directs the work of others. A wide degree of creativity and latitude is
expected.





We are currently offering training classes on the following subjects:

- 1. Power to Arrest (Module A D) (4 hours), Weapons of Mass Destruction (4 hours)
- Exposed Firearms Permit (8 hours)
- Guard Card Program (40 hour)
 - State Mandated Training
- Loss Prevention
- 5. Arrest & Control Techniques
- De-Escalation of Force
- Tear Gas & Pepper Spray
- BSIS Baton Certified Training
- Taser Certification of Force AXON
- C-TPAT Inspection Compliance Training
- 11. Security & Safety Training
- 12. CAL-OSHA Regulation
- 13. Professional Security Consultation
- CPR & First Aid/AED
- 15. Emergency Onsite Training



3. Orientation Program

All guards are required to finish an orientation program outlined by our Training Manager Mr. Bryan Colindres that is site specific. If the staff of LA County Public Works allows, this training program will be a joint effort to prepare guards with a curriculum to deal with all common occurrences, emergency protocols, and lay out daily responsibilities. This allows our guards to be prepared for the scope of work at the start of the contract and be familiar with evacuation, fire, lock-down, active shooter, biohazards, earthquake, and other drill procedures set by authorities.

Continued training every quarter is essential for our officers to retain high standards. This retention training will highlight areas of improvement and clarify any questions on the scope of duty. At the client's request, AIS shall conduct additional retention training sessions.

Site Specific Training Courses:

All AIS security guards must successfully complete before commencing patrol duties, a basic training course which provides the subject matter, class time, and topics described below.

Duties and Functions of Security Guards (3 hours)

- Public Relations
- Appearance
- Observe and report
- Note-taking and reporting
- Legal powers and limitations
- Prevention
- Use of force only when life is being threatened
- Search and seizure
- Arrest powers

Prevention and Protection (3 hours)

- Patrols
- Checking for hazards
- Access control
- Department's rules and regulations
- Inspections
- Safety



Enforcement (3 hours)

- Observation and description
- Preservation of evidence
- Criminal and civil law
- Crimes in progress
- Unruly persons
- Defensive tactics
- · Procedures for bomb threats
- · Procedures during fires, explosions, floods, and demonstrations

Special Problems (2 hours)

- Vandalism
- Arson
- Burglary
- Robbery
- Theft
- Loitering
- Drugs and alcohol
- Terrorism

General Emergency Services (2 hours)

- Communications
- Crowd control
- · Fire control systems and fire prevention
- First Aid/CPR
- Safeguarding District Property
- · Law enforcement and private security relationships
- Responding to alarms



4. Uniform and Equipment

Maintaining a professional demeanor and image important to act as a deterrent for potential crime and for giving clients peace of mind. AIS officers shall maintain a clean, neatly pressed uniform free of stains, rips, and/or tears. During the course of duty, we understand issues do arise. If our officers are in need of a replacement uniform, they are instructed to call our 24/7 Communications Center to coordinate with our supervisor team to have a new uniform delivered.

AIS customizes the uniform attire to fit the wants and needs of County of LA Public Works. We have many different options to choose from. We offer suit and tie, a "Soft look "uniform (Polo style shirt and dress slacks), and a "Hard look" uniform (tactical pants, BDU style and uniform shirt with company patches). Officers are issued at minimum three uniforms for each assigned post to ensure a clean/neat uniform each workday.

Standard- Issue Security uniform at various service locations:



On duty officers and recognizability





a. Armed Officer Tactical Uniform



Equipment includes:

- · Sam Browne Belt
- · Handcuff Case
- · Keepers & Key Snap
- · One (1) Heavy-duty Flashlight
- One (1) set of Handcuffs plus Female Key
- Side-handle Baton with Ring
- · Level 2 Retention Holster
- · Ammunition Pouch
- · Approved Pistol/Revolver
- · Ammunition
- · 2-way radios
- · Cell-phone

Photo Identification

AIS furnishes and requires every on-duty security guard to wear a visible photo identification card identifying the employee by name, physical description, and company. We are able to create professional looking name badges internally and quickly. By just taking a portrait photograph of the officer, printing it out onto an Absolute International Security ID badge, and laminating it, we can supply identifying name badges to our officers in just 10 minutes. The name badge can be customized to fit whatever information our clients would like to be displayed.

Metal or Cloth Badge

AIS provides options for either metal or cloth badges. Badges will have the guard's name and the Absolute International Security logo and name. There are multiple options for badges/patch designs.











b. Patrol Vehicles/Golf Carts

AIS will provide vehicles/golf carts to do patrol services and will be responsible for maintenance, gas costs, and vehicle equipment. AIS Field Supervisors will make random visits at County of LA Public Works sites in a clearly marked security vehicle with NO additional charge. This will enhance the current security visibility as well as increase the awareness of on-duty officers.

Marked vehicle will be equipped with the following equipment:

- · Fully charged fire extinguisher
- · Traffic cones
- · First aid kit
- · Heavy duty/rechargeable flashlight
- Yellow scene management ("banner guard" type) tape
- Flares
- Blanke





c. Security Guard Equipment

Tactical Nylon Belt (with keepers and key snap)

Brand: Bianchi

Model: PatrolTek 8300



Specifications:

- Includes duty belt, liner belt and 8006I keepers (attached)
- 2" (50mm) duty belt and 1.5" (38mm) liner belt
- Keeper has solid brass snaps with black oxide finish
- Tough reinforced nylon web belt construction; hook lining
- · Tri-Release shatter-resistant, polymer buckle feature for added security

Tactical Flashlight

Brand: Edison Bright

Model: Fenix PD35 TAC 1000 Lumen CREE XP-L LED Tactical Flashlight





Specifications:

- 1000 Lumen max utilizing LED with lifespan of 50,000 hours
- 18650 Rechargeable Li-ion battery or two 3V CR123A Lithium batteries
- · Tactical tail switch with momentary-on function
- 137mm (5.4 in.) Length x 25.4mm (1.0 in.) Diameter
- .89 gram weight (3.1 oz)

Handcuff Case Brand: Bianchi

Model: Accumold 7334 Open Handcuff Case



Specifications:

- · 100% Synthetic laminate nylon
- · Holds one pair of handcuffs
- · Pull through style
- Dual web belt loop accommodates 2" (50mm) belts

Handcuffs

Brand: Armament Systems and Procedures **Model**: Ultra Cuffs, Chain (Steel Bow)



Specifications:

- Replaceable lock set
- · Forged alloy frame
- · Double sided keyway
- Length: 9.4"
- · Width: 3.125"
- · Weight: 9 ounce



Side-arm Baton

Brand: Yellow Star Tactical

Model: PR-24STS Side Arm Baton



Specifications:

· Retracted Length: 9.50"

• Weight (Airweight): 11.2 ounces

4140 Steel

· 7075 T6 aluminum middle shaft

Nylon Gun Holster

Brand: Barsony

Model: OWB Belt Holster



Specifications:

- · Laminate Codura nylon
- · Waterproof closed-cell foam padding and smooth nylon lining
- Adjustable thumb-break retention strap (Level 2 retention)
 Protected by Strap Trap that covers Velcro adjustment

Ammunition Pouch

Brand: Bedone

Model: Universal 9mm Magazine Holder, Dual Stack Mag Holster with Belt Clip (1.5-2.0 inch)





Specifications:

- Beretta 92 compatible
- Screw-Adjustable mag pouch with tension adjustment with Allen key
- · Polymer material
- Sizes 1.290" to 1.380", inner width 0.787" to 0.905"

Semi-Automatic Pistol

AIS security guards shall only carry a firearm for which they are currently licensed and qualified under State or California Consumer Affairs' rules and regulations. The firearm shall be listed on their firearm's card issued by Consumer Affairs. AIS shall maintain a current firearms list, which shall include the manufacture, model, and serial number of the firearms used by Contractor's armed guards and provide an updated list when adding, deleting, and noting other changes as appropriate.

AIS shall provide the client with the firearms list within 30 days of Contract Award and annually thereafter.

Each armed security guard shall be required to qualify/re-qualify twice annually. Once during the first half of the year and once during the second half of the year. Qualification slips shall be filled by AIS and available for audit by personnel of the County. Semi-automatic pistols shall be carried with one round chambered and a full magazine inserted into the pistol, safety on. Firearms shall be approved by the Los Angeles District Sheriff's Department as meeting their testing requirements for safety, performance, quality, and training procedures.

Semi-automatic pistols will be produced by Beretta, Colt, H& K, or Smith & Wesson with a minimum of three and a half-inch barrel, blue or stainless finish, 9mm caliber only, and incorporating the following safety features:

- · Manual safety/de-clocking lever
- · Automatic firing pin safety block
- Half-cock hammer position

Revolver

AIS guards will utilize revolvers produced by Colt, Ruger, or Smith & Wesson with six (6) shot minimum, four-inch barrel, blue or stainless-steel finish, double action with a firing pin block, .38 S & W Special or 357 Magnum caliber only. These firearms will have been approved by the Los Angeles County Sheriff's Department as meeting their testing requirements for safety, performance, quality, and training procedures.

Ammunition

AIS will provide ammunition for semi-automatic pistols and revolvers at a minimum quantity to fill three (3) magazines for the carried weapon. Ammunition for revolver shall be 125 grain/9mm jacketed or semi-jacketed hollow point. Ammunition for pistols shall be 9mm jacketed or semi-jacketed hollow point ammunition. Sufficient ammunition will be available for each guard with an extra 1,000 rounds carried in the supervisor's patrol vehicle.



5. Emergency Response Protocols

All officers assigned to the County will be trained on and must clearly understand **Emergency Response Protocols**. Each Security Officer must use good common sense and follow through with a clear mind and complete respect for personal safety. The lives of our officers as well as the lives of others are of the highest priority. In addition to AIS emergency training, guards will follow evacuation and emergency procedures. This shall be completed as a part of the orientation and site-specific training program.

TYPES OF EMERGENCIES:

1. Man Made

Fires (Arson)
Accident/Injuries (Train, Bus, or Car)
Bomb Threats
Blackouts
Terrorist Activities
Robberies (Armed)
Active Shooter
Riots

2. Natural

Earthquakes Storms Floods, etc.

Universal Emergency Response Procedures are a set of standard, clear directives that may be implemented across a variety of emergency situations. When an emergency begins, guards are to decide which procedure to implement, based on the situation.

UNIVERSAL EMERGENCY RESPONSES:

1. Procedures

Alert Status Alarms Evacuation

Lockdowns

2. Emergencies

Workplace Violence Chemical Spills (HAZMAT) Psychiatric Crisis Medical Severe Weather



ACTIVE SHOOTER EMERGENCY RESPONSE

First and foremost, the guard must ensure the safety of his or her life. Once the threat of one's life is past, the officer must contact the client to determine the course of action to be taken. Once the authorities have been informed, it is the officer's duty to preserve the life of those around him. This includes keeping calm and directing staff away from the direction of activity. The guard should be familiar with the authority's evacuation and lock-down drills.

Communication

Essential information that should be relayed to the command post include:

- Status of crisis site (secure or unsecure)
- Status of law enforcement personnel (number injured, killed, or wounded)
- Status of criminal or terrorist subjects (killed, wounded, or captured)
- Status of other occupants (killed, wounded, or in custody)
- Current actions in progress
- Location, description, and status of any IEDs
- Follow-up needs such as EOD, emergency medical services (EMS), or other

As an initial responder, AIS guards will be responsible for rapid deployment of subsequent responders to the crisis site. AIS guards shall be reinforced in all training and understood by all members of potential responding agencies. This is to prevent our guards from being vulnerable to misidentification by responding parties.

Evacuation

Because of the nature of an active shooter incident, officers may not be able to begin automatically evacuating others prior to securing the threat. Rescue operations should begin once the threat is neutralized. Several factors need to be considered when evaluating the evacuation of wounded and non-wounded individuals:

- If wounded persons need to be evacuated, they should be moved to the established evacuation exit point
- Evacuation of wounded persons should begin as soon as practical
- Security outside the crisis site will dictate the timing of the evacuation

Evacuation shall only be conducted if sufficient safeguards are in place to provide for safe movement.



BOMB THREAT RESPONSE PROCEDURE

If a bomb threat is received, either by phone or other means, the person receiving the call should remain calm and attempt to get as much of the following information as possible on a bomb threat report form. If the caller wishes to talk, or answer questions, use open-ended questions and let the caller talk.

<u>DO NOT CUT THE CALLER'S ANSWERS OFF.</u> The longer the caller talks, the greater the possibility of obtaining valuable information.

- Time the device is set to go off.
- Location of the device.
- > Type of device and description.
- Reason for setting the device.

Notify authorities immediately as well as your facility supervisor, manager, operator, or administrator. If possible, signal or pass a note to other staff to listen and help notify authorities. Wrote down as much information as possible that will aid investigators: Caller ID Number, exact wording of threat, type of voice or behavior, etc. Record the call, if possible.

If a package that appears suspicious is received or found within the Sites, the guard will notify City officials and the Los Angeles Police Department. The guard shall not handle the package and will clear the immediate area of staff. If the package appears suspicious to officials, he or she will ask the designated staff representative to send for the police and bomb squad. When reporting to 9-1-1 and the local law enforcement, explain why the item looks suspicious and follow their further instructions. Law enforcement will assess the situation and provide guidance regarding shelter-in-place or evacuation. If no guidance is provided and you feel you are in immediate danger, calmly evacuate the area. Distance and protective cover are the best ways to reduce injury from a bomb.

The guard is to keep the area clear until the police or bomb squad arrives and completes its inspection. Emergency Evacuation Procedures will be conducted by the guard who will be notified whether or not only a single area will be evacuated or if there will be a general evacuation ordered. Every situation is unique and should be handled in the context of the facility or environment in which it occurs. Facility supervisors and law enforcement will be in the best position to determine if a real risk is posed and how to respond.



TELEPHONE BOMB THREAT CHECKLIST

INSTRUCTIONS: BE CALM, BE COURTEOUS. LISTEN. DO NOT INTERRUPT THE CALLER.

YOUR NAME:	TIME:	DATE:		
CALLER'S IDENTITY SEX: Male_	Female Adult _	Juvenile APPROX	IMATE AGE:	-
ORIGIN OF CALL: Local	Long Distance	Telephone Booth		
VOICE CHARACTERISTICS	SPEECH		LANGUAGE	
LoudSoftHigh PitchDeepRaspyPleasanIntoxicatedOthe	Slurred	Slow Distorted Nasal Other	Excellent Fair Foul	Good Poor Other
ACCENT	MANNER		BACKGROUND	NOISES
LocalNot Loc ForeignRegion	CalmRationalCoherentDeliberateRighteous	AngryIrrationalIncoherentEmotionalLaughing	FactoryMachinesOfficeMachinesStreetTraffic	Trains Animals Quiet Voices Airplanes Party Atmosphere
PRETEND DIFFICULTY HEA TO FURTHER CONVERSATI		ER TALKING - IF CA	LLER SEEMS AC	GREEABLE
When will it go off? Certain Ho Where is it located? Building _ What kind of bomb? What kind of package?	Area	_		
How do you know so much abo	ut the bomb?			
What is your name and address				
If building is occupied, inform of Activate malicious call trace: H*57 (if your phone system has the	lang up phone and do	not answer another lin	ne. Choose same l	
Call Security at911 and	relay information abo	ut call.		
Did the caller appear familiar w out the message in its entirety a checklist. Notify your supervisor	nd any other commen			



CHEMICAL RESPONSE PROCEDURE

Chemical spills can occur within or outside of the facility. When a chemical spill happens, it may not be readily apparent as a hazardous materials incident. You will not necessarily see the spill or smell chemical fumes before it affects you or others around you.

Typically, the first signs that a chemical spill has occurred will be reports of dizziness, fatigue, or nausea by two or more persons within a specific area. If you become aware of two or more people reporting feelings of illness when exposed to a specific area, <u>do not</u> attempt to investigate the suspected area yourself. Notify Absolute International Security Post Commander and/or management immediately.

When a chemical spill is suspected or confirmed, the first priority shall be the safe and immediate evacuation of all persons from the affected area. Security personnel shall be utilized to search for and evacuate persons from the affected areas only if the circumstances show that such an action does not pose undue hazard to Security personnel.

Security personnel shall notify local emergency services (i.e. police and fire), explain the circumstances, and await emergency response.

Security personnel shall contain the affected area and not permit any patrons or employee's access until the situation has been successfully resolved.

If a chemical spill occurs outside of the building, it may involve a container marked with an identification placard. Security personnel shall determine, from a safe distance, if an identification placard is visible on the involved container(s). They shall note the placard's number, color code, and symbol(s) and be able to provide this information to responding Emergency Services personnel. See attachment # 2 for samples.

Precautionary Measures

- Do not assume gases or vapors are harmless due to lack of odor.
- Do not walk through, touch, or come into contact with any type of spilled materials.
- Remain at a safe distance from the location so as to avoid inhaling fumes, smoke, or vapors from any spilled materials.
- Remain alert for the possibility of fire within the containment area.
- Notify all department managers/supervisors of the affected area and instruct them to ensure that no employees inadvertently enter the containment area.

Any reports of exposure to chemicals by employees or patrons shall be immediately reported to the on-duty supervisor for proper treatment and documentation.



ROBBERY REPORT SYSTEM

Ensure Staff Safety



When Safe, Call 911



Notify Field Supervisor



Field Supervisor Will Notify AIS Project Manager

Mr. Bryan Colindres

Cell: (626) 848-7406

AIS Will Notify the Client



Remember what the robber looks like & provide the best description possible

Don't touch anything until Police arrive



Wait for Further Instructions from the Police Department



FIRE EMERGENCY RESPONSE PROCEDURE

The surest way in which to control a fire is to prevent it from happening in the first place. All Security personnel are responsible for remaining alert for any circumstances within their area of responsibility which could result in or increases the chance of a fire. The following are examples of what each officer should consider basic prevention measures:

- Always be on the lookout for combustibles. Flammable liquids such as gasoline are not to be used for cleaning purposes. Liquids not contained in their original containers are to be removed from public areas.
- Refuse must always be placed in proper containers and disposed of in a timely manner.
- ➤ Be aware of maintenance work in your area of responsibility, particularly welding or electrical work. Check the work area thoroughly for "hot spots".

If Fire is detected:

Although it is impossible to determine to what extent a fire represents a hazard, the following procedures are a guideline for Security personnel:

- Notify staff, by radio or telephone, of any report (or personal observation) of smoke or flames.
- Clear/evacuate the immediate area of patrons and employees.
- If the fire is accessible, attempt to extinguish it. If the fire cannot be extinguished, close any doors in the area in order to help contain the blaze.
- Stay in the immediate vicinity, if safe to do so, until assistance has arrived.

If the fire is large or appears to be out of control, immediately notify emergency services (i.e. police and fire) and contact all department managers on property and forewarn them to prepare for implementing the Evacuation Procedures.

If any fire is detected in any location on the jobsite, the first thing to do is summon the local Fire Department. Officers must be prepared to provide the exact address of the location. Then, officers must immediately notify their supervisor as well as the Client.



FIRE EMERGENCY REPORT SYSTEM

Fire Emergency



Identify What Class of Fire- A, B, or C

Use of Fire Extinguisher if the fire is small & contained

Do not attempt to fight any fire that is large and obviously out-of-control

Never cut off your escape route to safety



Your next top priority must be the protection of lives.

Activate or sound the fire alarm. Then coordinate an evacuation with the proper authorities.



Call 911

Call the Fire Department



Notify Field Supervisor



Field Supervisor Will Notify AIS Operations Manager and Officials

Mr. Bryan Colindres Cell: (626) 848-7406

AIS Will Notify the Client



Wait for the Fire Department

Check that the Fire Department has quick and easy access to the location of the fire.

Unlock and open gates and doors.



Do not permit patrons to depart in vehicles

Clear all access routes for emergency vehicles and equipment.

Position yourself beside the street where you can easily be seen

Direct the Fire Department to the affected area.

Avoid having people walking or running around on the external perimeters of the location



Once the Fire Department has arrived, the <u>Captain/Chief will be in charge</u>

Control emergency access routes clear by keeping all unauthorized persons away from the emergency area



FIRE EXTINGUISHER USE & CARE

1. Types of Fire Extinguishers

There are four fire classifications and specific types of extinguishers are used for each, as described below. If you have not been trained in fire suppression, or proper use of a fire extinguisher, please do not attempt to combat a fire. Call for assistance and attempt to confine the fire to the smallest area possible.

Class A: The types of fires can be put out with water include wood, paper, rubber, plastics, and fabric (ordinary solid materials). Water acts as a cooling agent, thus reducing the heat of the fire. After a Class A fire is put out, it must be "overhauled". This means that the material must be broken up to ensure all embers are smothered. A Class A fire extinguisher can be a silver container filled with water and a special "wetting" agent. This type of extinguisher can shoot an approximate 5' to 40' stream of water. It can be a red container filled with a foam that removes the air and heat of a fire or dry chemical or halon that breaks the chain reaction of a fire.

Class B: Fires from vapors formed above flammable liquids, such as gasoline, tar, cleaning fluids, and grease, where the vapors mix with the air. These fires are put out by dry chemical, or halon, as well as by an extinguisher that contains a special foam or carbon dioxide (CO2). These types of smothering agent break up the chain reaction between oxygen and vapors, and they are considered most effective for putting out this type of fire.

Class C: Class C fires are those found with electrical equipment. At first knowledge of an electrical fire. TURN OFF the electricity. The fire then becomes a Class A fire and can be treated as Class A fire. When treating a Class A fire, a carbon dioxide, dry chemical, or halon extinguisher can be used. If the electricity cannot be turned off at once, be sure to use a chemical extinguisher, NOT water. If water is released upon this type of fire, the electricity may travel up the stream of water through the extinguisher.

Class D: A Class D fire refers to combustible metal fire, such as the magnesium metal sometimes found in certain automobile engines. These can only be put out by a Class D fire extinguisher. Water will only feed the fire: it would take a tremendous amount of water to put out this type of fire.

EXTINGUISHER	TVDES	hne	HISAGE
EXTINISHISHER	LIPES	anu	USAUE

FIRE TYPE	EXTINGUISHING								
FINE TIPE	ASENT	METHOD							
CADRARY SILIO MATERIALS	VIATER FGAM	REWOVES HENT REWOVES AIR AND MEAT							
	BRY CHENICAL	BREISES CHAIN BEACTICS							
ANNHABLE OF COMBUSTIBLE LIGHTED	FEAN SE ₂	REWOVES AIR							
(2) B	ERY CHEMICAL MALDY	BREAKS CHAIR RESCTION							
ELECTRICAL COUPMENT	en ₂	REMOVES AIR							
	SRY CHEMICAL MALON	BREAKS CHAIN REACTION							
COMBUSTIBLE HETALS	SPICIAL AGENTS	USUALLY REMOVES AIR							



2. Use and Care of Fire Extinguishers

Extinguisher (carbon dioxide, dry chemical, or halon) should be serviced once a month by inverting the extinguisher and shaking it. Once a year, an authorized service should inspect and recharge the extinguisher. Once an extinguisher is used, never place it back in its original place; be sure it is recharged immediately by and authorized service company. To use a fire extinguisher, the acronym "P.A.S.S." is the basic operation.

- Pull the ring pin
- · Aim the nozzle at the base of the fire
- Squeeze the handle
- Sweep the handle
- Sweep the nozzle from the side to side

If the extinguisher has an insulated, be sure to hold the handle, not the hose. As carbon dioxide is discharged, it creates static electricity that can shock you.

3. Keys to Combating A Fire

- Use the appropriate fire extinguisher to combat the fire. The type of fie the extinguisher
 was made for is labeled on the container. Most of the building extinguishers are of the ABC
 type, which can be used on most types of fires.
- When at all possible, two or more people should fight a fire. Never enter a room alone, unless a person's life is in danger.
- Feel the doorknob for heat before entering the room. If the door or doorknob is hot to the
 touch, do not enter. This indicates the room is engulfed in flames and opening the door will
 cause the fire to spread rapidly. If you determine it is safe to enter the room, close doors to
 prevent any fire from spreading.
- Fire, gases and smoke will rise: therefore, if you must enter a room to save a life, crawl on your hands and knees along the floor.
- Do not touch electrical wiring or television sets.
- Caution is advised when using fire hoses, which could result in water damage.



MEDICAL EMERGENCY RESPONSE PROCEDURE

In instances of serious injury or illness, the following steps shall be taken:

- Notify emergency services and provide the exact location of the victim and describe the medical problem/symptoms.
- Keep the victim still.
- Security personnel shall attempt to obtain detailed information about the incident. Security personnel shall ask the victim (if conscious) about their condition, and/or interview any available witnesses. Security personnel shall remain with the victim until relieved by Emergency Medical Services (EMS) personnel.

The decision of whether or not to administer First Aid at the scene of an accident/injury is a personal one. The *Good Samaritan* law protects people who choose to perform First Aid, as long as the action taken is *reasonable under the circumstances*.

Automatic External Defibrillator & CPR (AED) if applicable

Certified personnel may authorize the use of the AED and CPR in accordance with the training received when the person is unconscious.

Bloodborne Pathogens

Employees or patrons may be exposed to blood while rendering first aid, cleaning up spills, cut/punctured by a potentially contaminated sharp object(s), or other contaminating activities. If this occurs, the following steps must be taken:

- Ensure that other employees or patrons are not exposed unless properly protected (i.e. gloves, goggles, etc.)
- Obtain all available information on the person who was the source of the blood.
- Notify Absolute International Security Post Commander and/or Management.

Security personnel shall ensure the proper handling of the exposure, including all required documentation and notifications, as required by the Blood-borne Pathogens procedures.



AIS COVID-19 Safety Policy

At Absolute International Security (the "Company"), the health and safety of our employees is our top priority. With the spread of the COVID-19, the Company must remain vigilant in mitigating the outbreak and spread of the virus. In order to be safe and maintain operations, the Company has developed this COVID-19 Prevention, Preparedness, and Response Policy (the "Policy") to be implemented, to the extent feasible and appropriate, throughout the Company and our worksites. This Policy is based on information available from the CDC, OSHA, and state and local Health Department officials, at the time of its development, and is subject to change based on further information provided by those officials. The Company may also amend this Policy based on operational needs.

I. AUTHORITY AND RESPONSIBILITY

Responsibilities of Employees

The Company is asking every one of our employees to help with our prevention efforts while at work. In order to minimize the spread of COVID-19 at our worksites, everyone must play their part. As set forth below, the Company has instituted various housekeeping, social distancing, and other best practices at our worksites. All employees are responsible for following these guidelines, using safe work practices, following all directives, policies, and procedures, and assisting in maintaining a safe work environment. In addition, employees are expected to report to their managers or supervisors if they are experiencing signs or symptoms of COVID-19, as described below, or if they become aware of any COVID-19 hazards. It is the Company's policy to ensure that employees can report COVID-19 symptoms and hazards without fear of reprisal. Employees may inform their managers or supervisors of any COVID-19 hazards identified by notifying them in writing by describing the hazard in detail.

B. Training and Instruction

The Company will provide effective training and instruction for employees, which includes:

 COVID-19 policies and procedures to protect employees from COVID-19 hazards and how to participate in the identification and evaluation of COVID-19 hazards under the Identifying and Evaluating COVID-19 Hazards section of this Policy.

II. GENERAL SAFETY POLICIES AND MANAGING COVID-19 HAZARDS

Identifying and Evaluating COVID-19 Hazards



The Company continues to monitor the applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and local health departments related to COVID-19 hazards and prevention at the workplace. In order to identify and evaluate potential COVID-19 hazards, the Company will conduct workplace-specific evaluations, from time to time, in order to evaluate existing COVID-19 prevention controls, identify the need for different or additional controls, and correct any potential COVID-19 workplace hazards.

B. Health Screenings

The Company expects that employees will evaluate their own health and symptoms before reporting to work. All employees will be asked to complete a Notice of Collection of Employee COVID-19 Health Information before entering the physical work location. If screenings are conducted at the workplace, both screeners and employees will wear face coverings during the screening. Any employee who has a temperature of 100.4 degrees or higher and/or answers "Yes" to any exposure or symptom questions, will be asked to leave the worksite and return home. The temperature of each employee will be taken with a non-contact thermometer.

All visitors, clients, and vendors will be required to complete a Health Questionnaire and Liability Waiver to assess exposure to COVID-19 and will be asked to leave the premises if exposure or symptoms are determined.

C. Staying Home When Sick

Employees must familiarize themselves with the symptoms of COVID-19, which include, but are not limited to, cough, shortness of breath or difficulty breathing, fever or chills, fatigue, muscle or body aches, headache, sore throat, new loss of taste or smell, congestion or runny nose, nausea, vomiting, or diarrhea. If an employee has any of the following, they should seek medical care right away: trouble breathing, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face. Please note this list is not all possible emergency symptoms and it is possible that an infectious person may have no symptoms. Employees should call their medical provider for any other symptoms that are severe or concerning to them.

If an employee develops any of the symptoms above, especially fever and symptoms of respiratory illness, such as cough or shortness of breath, the employee SHOULD NOT GO TO WORK and immediately notify their supervisor and healthcare provider. Likewise, if an employee comes into Close Contact with someone showing these symptoms, they should call their supervisor and healthcare provider right away. Employees should wait until they have been cleared by a healthcare



provider before returning to work. If an employee shows symptoms of acute respiratory illness and/or COVID-19 at work, they will be sent home immediately.

D. Notice of Absences

Employees who will be absent from work should generally follow the Company's regular procedures for notifying the Company of the need for time off.

If an employee is out sick or shows symptoms of being ill, it may become necessary to request information from the employee and/or their healthcare provider, subject to applicable laws. In general, the Company may request medical certification to confirm an employee's need to be absent and to confirm that it is appropriate for the employee to return to work. The Company will comply with all applicable statutes, laws, and regulations that protect the privacy of persons who have a communicable disease.

E. Employee Accommodations

In accordance with applicable state and federal law protecting qualified individuals with medical or other conditions that put them at increased risk of severe COVID-19 illness, the Company will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on the Company. The Company is committed to complying with all applicable state and federal laws, including the Americans with Disabilities Act, the Americans with Disabilities Act Amendments Act, and the Fair Employment and Housing Act. Further, the Company will not retaliate or otherwise discriminate against an individual for requesting such an accommodation in good faith.

If an employee believes they require an accommodation from the Company, they should contact their supervisor or Human Resources Director to request such an accommodation. The Company will engage in the interactive process with the individual to determine if there is a reasonable accommodation that may be provided. The employee should specify what accommodation the employee needs to enable them to perform the essential functions of their job, preferably in writing.

F. No Retaliation or Discrimination

The Company will not retaliate or discriminate against any job applicant or employee for reporting or disclosing a position.



6. Transition Plan

Transition Procedures

Absolute International Security takes pride in the fact that we can adapt and start project in a timely manner. In the industry situations change and/or arise without notice and we must be able to provide services and deliver our services quickly. One of the major reasons that we can adapt so quickly is that we have our own Contract Transitional Management Team.

This team of highly trained members have a vast background in security, law enforcement and military experience. This allows us to maintain our quality of service while meeting and exceeding the guideline and timeline of the client.

The Transitional Management Team is instrumental in the RFP Process from start to finish and during this process they are collecting data, reviewing that information, and completing a Threat Assessment so that when the contract is awarded to AIS, we are ready to be deployed rapidly. The Transitional Team will create a timeline with goals and objectives of the contract and scope of work and work diligently to complete all required tasks in a timely manner. Rest assured that once the contract is awarded to AIS, we will be fully prepared, briefed and ready to deploy our professional staff to begin serving your needs.

Timeline Dependencies

Timeline Period	Required Data Feed	County of Los Angeles's Role				
Week 1	Site Threat Assessment, Hiring and Screening	Assist AIS Quality Assurance Supervisor in touring County Owned Airports facility and outlining the concerns and expectations associated with the job.				
Week 2	Constructing Post Orders, Qualified officers background check	Report job duties and responsibilities, including current Post Orders to AIS Training Manager.				
Week 3	Site-specific Training	Provide AIS Training Manager and guard facility access.				
Week 4	Supervisor Site Visits, Service Start	Provide AIS Field Supervisor facility access.				
As Needed	Retention Training	Report any deficiencies, complaints, and/or areas of improvement to AIS Quality Assurance Department.				



Resources Required from County of Los Angeles Public Works

County of Los Angeles Public Works is required to provide security card access where needed, gate keys, and access to the facility for site-specific training. Additionally, AIS requires necessary guidance regarding any issues that may arise including deficiencies, complaints, changes to service requirements, and/or areas of improvement.

7. Field Supervisor Visitation

Communication is an essential factor to our corporate service culture. Absolute International Security will assign a field supervisor team. These field supervisors will routinely and randomly check up on sites and delivery documenting supplies such as sign-in sheets, Daily Activity Reports, Incident Reports, etc. During these visits, supervisors will collect recorded documentation for review and evaluate officer attendance, appearance, and understanding of site post orders. Any lack of knowledge regarding site duties will result in the officer being immediately removed and scheduled for further training.

Our regional manager will be in charge of all supervisors random site inspection. If any potential and on-going issues are reported to him, he will coordinate problems with the Operations management team at AIS headquarters to figure out solutions and/or plan for all matters.

8. Hiring and Background Checks

Our Officers are our most important asset, they represent AIS and you, the client. Therefore, AIS management considers many different components when hiring a security guard. We will only recruit applicants who we deem worthy of wearing our badge and uniform. We seek to hire personnel that not only have experience, but also have "mentality fit for a guard". Our commitment to recruiting and hiring quality officers ensures that we retain a professional team to minimalize turnover and provide better client satisfaction.

- We recruit applicants through several resources- advertising through local newspapers and our website, job fairs, and government agencies. The majority of our New Hires, however, come from word of mouth, recommended from our current staff. We give special attention to former Police Officers and Military Veterans in particular because they have already established the disciplined qualities we are seeking. Many of our officers are veterans who were introduced to us through Work Source, a job placement agency for veterans. In addition, we have hired officers from EDD, L.A. County Department of Education, L.A. Puente Adult School, and several more.
- Diversity is an asset we look for in an Officer. We look for professional personnel that
 can bring more to the table, especially here in Southern California where we are known to
 be a diverse state. Bi/Multi-Lingual Officers are a great advantage when working with the



public. Our current staff speaks several languages: English, Spanish, Cantonese, Chinese, Mandarin, and Vietnamese as well as many others.

- Application Process. Each applicant is required to fill out our detailed application AIS
 corporate offices to confirm that the candidate has the ability to communicate, read
 instructions, and most importantly, write legibly and intelligibly. Legible handwriting
 comes in handy when trying to read an Officer's detailed report of an important incident.
- Certification & Training Requirements. New Recruits must have a valid guard card issued by the State of California Consumer Affairs and the Bureau of Security & Investigative Services (BSIS). We confirm this by checking the current status of the candidates' guard card number thru our contacts at BSIS and their website. We request copies of any and all certifications they may have obtained to confirm that the guard cards are up to date. Officers must also possess the PR-24 baton card to carry a baton. Additionally, First Aid or EMT-I certification, a Cardiopulmonary Resuscitation (CPR) card, and a valid California Driver's License are required.
- Physical Abilities. Even though we are an equal opportunity employer, most posts require
 a certain baseline of physical abilities that require us to take into account past injuries or
 current disabilities to provide you with the best service we can provide. This would be
 limited if our officers were not able to stand at a post for periods of time or walk around at
 a service location.
- Contact References. AIS management will also review and contact the applicant's job
 references to ensure the character being presented on paper matches the candidate's actual
 in-field work quality or experience. Sometimes, the applicants will embellish their
 descriptions of actual work performed. We want to reassure beforehand so that we do not
 make somebody else's old problem our new problem.
- Work Abilities & Experience. We also look for past experiences in similar types of
 environments. By doing so, we ensure that the applicant will have some knowledge of the
 work they will be required to perform. For example, in filling posts for the City Hall, we
 would prefer an experienced, professional individual with the physical abilities to move
 swiftly, lift up to 50 lbs, and respond to the needs of the staff and visitors.
- Background Check or Verification. All personnel hired by AIS is screened through Megan's Law sex offender registry and verified to have a clean record, free from any criminal activity. If a client requires further investigation before an Officer is considered to serve at a particular location, we utilize HireRight to conduct a more in-depth investigative background check.
- Picture Identification. All Officers will be photographed and issued a picture identification card which they will carry at all times. This identification card is to be



properly displayed while on duty. It is typically worn on the lapel of the uniform shirt or clipped onto the front pocket for clear identification.

- Drug Testing. Upon request from the client, AIS will have officers complete and pass a
 drug screening, a finger printing process, and a medical examination to determine fitness
 to perform assigned duties.
- LiveScan. All officers are required to undergo federal LiveScan with the Department of
 Justice (DOJ). The purpose for these background checks is to evaluate criminal
 backgrounds prior to employment, licensure, or certification. Candidate background
 reports are provided to the client to be approved before being placed on the staffing plan.
- Zero Tolerance. All officers are required to be up to date with any Local or State mandated
 requirements. If made aware, we will promptly notify our Officers when they need to take
 care of any issues. If an Officer refuses to adhere to the request, he will be replaced from
 the location immediately until he has fulfilled the requirements.

AIS recruits officers through the efforts of Local Work Source Agencies as well as online advertisements and word of mouth. All applicants must complete an application package that AIS Human Resources Department provides. If qualified, the applicant is then interviewed by the Operations supervisor. If the applicant passes the interview process, our HR department will then have the applicant fill out a questionnaire to process a background check. The HR department will also conduct Social Security screening, BSIS certification, and e-verification as needed.

Pre-Employment Screening Process

AIS conducts pre-employment screening of all security officers assigned to this contract. This screening would be a multi-step process, detailed below:

1. Live Scan

AIS conducts a Live Scan and a standard Federal background check. The Live Scan process involves submitting a candidate's fingerprints to the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) to determine if any criminal record exists.

E-Verify

AIS verifies all certification, including guard cards and firearm permits, for validity and expiration dates. All candidates with valid firearm permits are required to have completed an assessment from BSIS to determine whether he/she possesses, at the time of the assessment, "appropriate judgement, restraint, and self-control to carry a firearm while on duty" (Business and Professions Code Sections 7583.23 and 7583.47). Additionally, AIS roving and patrol officer candidates are required to carry a Class C driving license and submit a "H6" 10-year history check by the California Department of Motor Vehicles, which would also be verified during the application process, before operating a company vehicle.



3. SSN Verification

AIS requires all security officer candidates to present a physical copy of their social security card and a valid state or federal issued photo identification card in order to verify the identity of the candidate.

4. Megan's Law

All candidates are screened through Megan's Law sex offender registry through the State of California Department of Justice.

5. Drug-Free Awareness Program

AIS has a drug-free awareness program for our officers to emphasize and outline the dangers of drug abuse in the workplace. AIS' policy is to maintain a drug-free workplace by offering drug counseling, rehabilitation, and employee assistance programs to employees as well as imposing penalties upon employees for drug abuse violations occurring in the workplace. Officers are required to engage in the program and sign a statement stating that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited and that disciplinary action will be taken against employees for violations of such prohibitions.

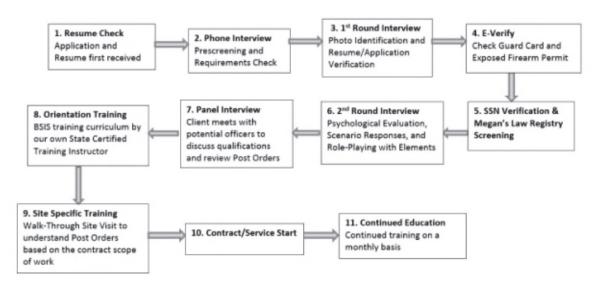
Interview Process

AIS conducts a multi-stage interviewing process. The first interview verifies information on the security officer candidate's application and/or resume along with a preliminary screening. The second interview determines whether the candidate has the capability and mentality to fully fulfill the responsibilities required by the client. Some aptitude tests we employ include writing tests, psychological evaluations, response to scenarios, case studies, and/or role-playing with field elements. Finally, should the decision be made to hire the candidate, our own State Certified Training Instructor needs to sign off on all AIS officers before they start on-site duties.

Vetting and Screening Process

AIS' vetting/screening process typically takes one full week. The full vetting/screening process has been provided below visualizing the series of events from the submission of an application to the contract/service start date:





1. Resume Check

AIS receives the potential candidate's resume and qualifications from one of our many hiring platforms, which includes many job sourcing centers for veterans. We then check for the following requirements before entering our prescreening process: at least 18 years of age; has valid BSIS guard card; and has a high school diploma, GED, or secondary school equivalent certification.

2. Phone Interview

An AIS recruiter conducts a phone-screening, which checks that the candidate officer fulfills sitespecific requirements such as having an exposed firearm permit or other certifications and whether the candidate has sufficient work experience based on their submitted resume.

1st Round Interview

This interview is conducted primarily to verify the information written on a security officer candidate's application or resume. Unkempt appearances, late showings, and/or dishonesty are immediate red flags and are reasons to not move forward with a candidate. A copy of the candidate's cover letter, resume, guard card, photo ID, certifications, and permits are taken for documentation and further verification.

E-Verify

AIS runs the candidate's guard card, certifications, and other relevant permits through the Bureau of Investigative Services' database for a validation and expiration check. In the case of an exposed firearm permit, an additional search query is conducted.

SSN Verification & Megan's Law Registry Screening

AIS requires all security officer candidates to present a physical copy of their social security card and a valid state or federal issued photo identification card in order to verify the candidate's



identity. Additionally, candidate officers are run through the Megan's Law Sex Offender Registry provided by the State of California Department of Justice.

6. 2nd Round Interview

The second-round interview determines whether the candidate has the capability and mentality to fully fulfill the responsibilities required by the client. Some aptitude tests we employ include writing tests, psychological evaluations, response to scenarios, case studies, and/or role-playing with field elements. The purpose of this interview is to evaluate the potential performance of the candidate officer.

7. Panel Interview

It is not uncommon for our clients to request to sit down and meet with candidate officers to determine their suitability for the job site. This allows the client an opportunity for their own personal evaluation.

8. Orientation Training

Once hired, AIS officers are given additional skills training based specifically on the post orders and scope of work of the job site. These courses follow BSIS Division 7 of Title 16 of the California Code of Regulations and is conducted by our State Certified Training Instructor. This training can include courses such as Observations & Documentation, Communication and its Significance, Post Orders & Assignments, and Officer Safety.

Site-Specific Training

A Quality Assurance Officer conducts site visits with all new officers for them to better understand the post orders based on the contract's scope of work. These training sessions double as a site threat assessment. AIS supervisors will present the officers with potential scenarios based on their assigned jobsites to prepare them for a variety of situations.

Contract/Service Start

AIS management keeps in touch with the client to track the performance of the officers and provide any additional training free of charge. The Quality Assurance Team conducts bi-weekly verification of Sign-In Sheets, Daily Activity Reports, Incident Reports, and other relevant data and documentation.

9. Form LW-8

Please the following pages for proposed full-time employee staffing plan. (Forms LW-8)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000347)

GROUP A - Northeast Region

Name of Proposing Entity/Firm

POSITION/TITLE *	HOURS PER DAY HOURS ESTIMATED HOURLY		HOURLY	CALCULATED							
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	COST
EATON YARD	24	12	12	12	12	12	24	108	5616		
Unarmed Security Officer (1)	8	6	6	6	6		8	40	2080	\$19.70	\$ 40,976.00
Unarmed Security Officer (2)	8	6	6			6	8	34	1768	\$19.70	\$ 34,829.60
Unarmed Security Officer (2)	8			6	6	6	8	34	1768	\$19.70	\$ 34,829.60
ADDITIONAL ON-CALL											
Unarmed Security Officer			0	N-CAL	L			Varies	1500	\$19.70	\$ 29,550.00
Armed Security Officer			0	N-CAL	L			Varies	1500	\$20.50	\$ 30,750.00
 Armed Security Sergeant (Supervisor) 			0	N-CAL	L			Varies	500	\$21.50	\$ 10,750.00
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$23.00	\$ 11,500.00
Comments/Notes:										Total Salaries	\$ 193,185.20
1. All officers will be full-time empl-	oyees.	Any o	office	rs	(1) Va	cation	ns, Sic	k Leave, Holid	ay		\$ 6,678.88
with under 35 hours will have hours	from o	ther s	ites to	0	(2) He	ealth Ir	nsuran	ce			\$ 13,540.08
make a total over 35 hours.					(3) Pa	yroll 1	Taxes	& Workers' Co	mpensation		\$ 37,423.12
								ension			\$ 5,798.44
								Total	Employee Ben	efits (1+2+3+4)	\$ 63,440.52
					(5) Ec	uipme	ent Co	sts			\$ 3,835.24
					(6) Se	rvice	and Si	pply Costs			\$ 36,551.52
					(7) Ge	eneral	and A	dministrative (Costs		\$ 19,318.52
					(8) Pr	ofit					\$ 6,088.08
	Total Other Costs (5+6+7+8)							\$ 65,793.36			
							τοτ	AL PROPO	SED ANNU	IAL PRICE:	\$ 322,419.08

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

Name of Authorized Representative

** Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

• • • • • • • • • • • • • • • • • • • •	are available to me at this time and I declare u	nder penalty of perjury that the information is true and accurate	e within the
requirements of the proposal.			
Absolute International Security	LucyLin		\geq

Signature of Authorized Representative

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000347)

GROUP A - Northeast Region

POSITION/TITLE *	N/TITLE * HOURS PER DAY HOURS ESTIMATED HO		HOURLY	CALCULATED							
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	COST
EATON YARD	24	12	12	12	12	12	24	108	5616		
Unarmed Security Officer (1)	8	6	6	6	6		8	40	2080	\$20.60	\$ 42,848.00
Unarmed Security Officer (2)	8	6	6			6	8	34	1768	\$20.60	\$ 36,420.80
Unarmed Security Officer (2)	8			6	6	6	8	34	1768	\$20.60	\$ 36,420.80
ADDITIONAL ON-CALL											
Unarmed Security Officer			0	N-CAL	L			Varies	1500	\$20.60	\$ 30,900.00
Armed Security Officer			0	N-CAL	L			Varies	1500	\$21.50	\$ 32,250.00
 Armed Security Sergeant (Supervisor) 			0	N-CAL	L			Varies	500	\$22.60	\$ 11,300.00
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$24.15	\$ 12,075.00
Comments/Notes:										Total Salaries	\$ 202,214.60
1. All officers will rs.be full-time emp	olovee	s. Anv	offi	cers	(1) Va	acation	ns, Sic	k Leave, Holid	lay		\$ 7,058.52
with under 35 hours will have hours f					(2) He	ealth I	nsuran	ce			\$ 14,147.04
make a total over 35 hours.					(3) Pa	ayroll '	Taxes	& Workers' Co	mpensation		\$ 39,132.84
					(4) W	elfare	and P	ension			\$ 6,086.92
								Total	Employee Ben	efits (1+2+3+4)	\$ 66,425.32
					(5) Ec	quipm	ent Co	sts			\$ 4,027.56
					(6) Se	ervice	and Si	upply Costs			\$ 38,312.40
					(7) G	eneral	and A	dministrative (Costs		\$ 20,223.96
					(8) Pr	(8) Profit					\$ 7,188.16
Total Other Costs (5+6+7+8)							\$ 69,752.08				
TOTAL PROPOSED ANNUAL PRICE:								\$ 338,392.00			

- All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
- Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices, when there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

The above information was complied from recrequirements of the proposal.	ords that are available to me at this time and I declare unde	er penalty of perjury that the information is true and accurate within the
Absolute International Security	Lucy Lin	
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000347)

GROUP A - Northeast Region

POSITION/TITLE *			HOUF	S PER	R DAY	AY HOURS ESTIMATED HOU		HOURLY					
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**		COST	
EATON YARD	24	12	12	12	12	12	24	108	5616				
Unarmed Security Officer (1)	8	6	6	6	6		8	40	2080	\$21.60	\$	44,928.00	
Unarmed Security Officer (2)	8	6	6			6	8	34	1768	\$21.60	\$	38,188.80	
Unarmed Security Officer (2)	8			6	6	6	8	34	1768	\$21.60	\$	38,188.80	
ADDITIONAL ON-CALL													
Unarmed Security Officer			0	N-CAL	L			Varies	1500	\$21.60	\$	32,400.00	
Armed Security Officer			0	N-CAL	L			Varies	1500	\$22.40	\$	33,600.00	
Armed Security Sergeant (Supervisor)			0	N-CAL	L			Varies	500	\$23.25	\$	11,625.00	
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$25.15	\$	12,575.00	
Comments/Notes:										Total Salaries	\$	211,505.60	
1. All officers will rs.be full-time emp	oloyee	s. Any	y offi	cers	(1) Va	cation	ns, Sic	k Leave, Holio	lay		\$	7,347.00	
with under 35 hours will have hours f	rom o	ther s	ites to	0	(2) He	ealth I	nsuran	ce			\$	14,795.16	
make a total over 35 hours.					(3) Pa	yroll '	Taxes	& Workers' Co	ompensation		\$	40,874.88	
					(4) W	elfare	and P	ension			\$	6,355.40	
								Total	Employee Ben	efits (1+2+3+4)	\$	69,372.44	
					(5) Ec	uipm	ent Co	sts			\$	4,219.88	
					(6) Se	rvice	and Si	upply Costs			\$	40,109.44	
					(7) General and Administrative Costs						\$	21,155.56	
					(8) Profit				\$	6,450.76			
									Total Other Co	osts (5+6+7+8)	\$_	71,935.64	
							τοτ	AL PROPO	SED ANNU	IAL PRICE:	\$	352,813.68	

- All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
- Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

The above information was complied from 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
requirements of the proposal.	

Absolute International Security	Lucy Lin	
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

TERM 4 of 4

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000347)

GROUP A - Northeast Region

POSITION/TITLE *			HOUR	HOURS PER DAY HOURS ESTIMATED HO		HOURLY	CALCULATED				
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	COST
EATON YARD	24	12	12	12	12	12	24	108	5616		
Unarmed Security Officer (1)	8	6	6	6	6		8	40	2080	\$22.40	\$ 46,592.00
Unarmed Security Officer (2)	8	6	6			6	8	34	1768	\$22.40	\$ 39,603.20
Unarmed Security Officer (2)	8			6	6	6	8	34	1768	\$22.40	\$ 39,603.20
ADDITIONAL ON-CALL											
Unarmed Security Officer			0	N-CAL	L			Varies	1500	\$22.40	\$ 33,600.00
Armed Security Officer			0	N-CAL	L			Varies	1500	\$23.30	\$ 34,950.00
Armed Security Sergeant (Supervisor)			0	N-CAL	L			Varies	500	\$24.40	\$ 12,200.00
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$26.10	\$ 13,050.00
Comments/Notes:										Total Salaries	\$ 219,598.40
1. All officers will rs.be full-time emp	oloyee	s. An	y offi	cers	(1) Va	cation	ns, Sic	k Leave, Holid	lay		\$ 7,635.48
with under 35 hours will have hours f	rom o	ther s	ites to	0	(2) He	ealth li	nsuran	ce			\$ 15,387.12
make a total over 35 hours.					(3) Pa	yroll 1	Taxes a	& Workers' Co	ompensation		\$ 42,316.12
					(4) W	elfare	and P	ension			\$ 6,572.72
								Total	Employee Ben	efits (1+2+3+4)	\$ 71,911.44
					(5) Ec	uipme	ent Co	sts			\$ 4,412.20
					(6) Se	rvice	and Su	pply Costs			\$ 41,860.32
					(7) General and Administrative Costs					\$ 21,959.84	
					(8) Profit						\$ 6,470.40
	Total Other Costs (5+6+7+8)							\$ 74,702.76			
							τοτ	AL PROPO	SED ANNU	IAL PRICE:	\$ 366,212.60

- All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
- Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices, what there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is	s true and accurate within the
requirements of the proposal.	

Absolute International Security	Lucy Lin	
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative



7. QUALITY ASSURANCE PROGRAM

1. Staff and Supervisor Communication

Communication during and after an incident is fundamental to the safety of an officer and his protectees. This is a 24/7 industry and crime never waits, so to remedy traditional after-hour communication down-times. AIS has established our own 24-hour in-house Dispatch/Communication Center, Currently, 9 staff members operate this information hub that quickly and efficiently links officers in the field with command & control at headquarters. These efficient information relays have shortened the response time between officers, supervisors, management and clients in critical moments. Guards are also trusted with the business numbers of regional field supervisors to coordinate equipment drop offs, meet ups, etc.

Additionally, Absolute International Security assigns a Project Manager and Field Supervisors to every site that it provides services to. This representative will have the authority to address any potential and on-going issues and coordinate any problems with the Operations management team back at AIS headquarters. Our field supervisors routinely check up on sites and delivery documenting supplies such as sign-in sheets, Daily Activity Reports, Incident Reports, etc. During these visits, supervisors will collect recorded documentation for review and check up on the guard to see if there are any issues that need to be addressed.

2. Post Management

At AIS we believe that it is more efficient to be proactive than reactive. Therefore, we have established a check-in and out system for our guards to manage timekeeping. When our security officer begins his shift, he reports directly to his post (job location) and calls our 24/7 in-house Communications Center to check in. The dispatcher on duty logs all check-in and check-out times and verifies them against our assigned schedules for every guard and every shift for every client.

In addition, we also implement sign-in and sign-out sheets at job sites that are collected, processed, and verified against the call-in and call-out logs for each employee. These documents can be forwarded to clients at their request. This entire process ensures that the correct officer is on-duty at the assigned times and there is no unnecessary overtime or double shifts, and that each site has full coverage. This is again, verified in payroll, where every employee turns in a time-sheet, detailing the dates, jobsites, and times worked. The employee's time sheet must match the assigned schedule and our logged check-in/check-out times to ensure proper hours worked. Once the timesheet is validated, it is then processed for payment.

Despite all the verification however, the timekeeping process can still be disrupted by user and reporting errors. Therefore, supervisors make routine stops at each site to check up on our guards and pick up documentation reports. Supervisors also have access to the guard tracking web client that can be accessed through computer, tablet, or smartphone. This allows them to see in real time whether the guard is on duty on site.



3. Electronic Monitoring Methods

Check in and Check Out System

When a security officer begins his shift, he reports directly to the post (job location) and calls our 24-hour IN-HOUSE dispatch center to check in. The dispatch center keeps track of the check in and check out times which are computerized for every guard and every shift for all Absolute International Security Customers.

Sign-in Sheets

In addition to calling in and out, we also implement sign in and sign out sheets at each job site. The sign in sheets are collected by one of our field supervisors and are turned in to our headquarters. The sign in sheets are then compared with the call in and call out log for each employee. Once this is completed, the time sheets are checked against the post schedule to ensure that the correct employee is checking in and out and that there is no unnecessary overtime being worked and there is full coverage of the post. If there are any changes in the schedule or hours worked, it is updated on our weekly schedule. All sign in sheets and call in and out logs should match the schedule for a particular jobsite at this point. If the post does not require a sign in and out sheet, dispatch matches all time sheets to the call in and out logs to ensure the hours of work are accurate.

Electronic Sign-In Equipment/Method

AIS utilizes a guard touring software to keep track of work schedules and check in/out times. Guards can clock-in from their personal or site phone and our attendance department will verify the guards' time and location when reviewing timesheets. AIS can implement a geofence which will only allow the guard to clock in when the guard is inside the designated geofence. Timesheet summaries breakdown hours in a pay period and allows for easy export of timesheet reports. Spot overages allow clients to easily see the differences between scheduled vs. worked hours. Upon request, AIS can provide a work tablet for each site for employees to clock-in without using a GPS-enabled device.

Track Tik Guard Tour

AIS uses a mobile, web-based guard touring software solution called TrackTik. TrackTik is specifically designed for security companies that want real time oversight at their sites. This program will allow the client to see real time reports, GPS, and incident reports. Our guards are instructed to write hourly activity reports using a mobile phone that is provided by AIS. One key feature that we use is the scanning of NFC checkpoints. These checkpoints can be placed at an area of importance which will physically force the guard to scan this checkpoint on a needed basis. Once scanned, the phone can provide a follow up prompt of the clients choosing. This can be a reminder to the guards to shut any open doors, or to make sure certain places are secure and locked. TrackTik can be accessed through any mobile device. This includes tablets, phones, and computers. The client can monitor the guard's live GPS location which updates every few minutes. This can



give peace of mind to the client knowing that the guard is on site and patrolling. Reporting an incident through TrackTik is very easy. The report will allow the guard to post any pictures of the incident, to write a detailed report of the incident and to follow-up on every post incident procedure as well. We have a dedicated department that oversees the TrackTik report to ensure every guard is doing an hourly activity report or a patrol. If a guard misses a scheduled patrol, a notification will be sent to our 24 hour dispatch center and they will contact the guard to remind them to do their patrol. Overall, TrackTik is a great tool that we use to monitor and supervise the guards.

Example of Reports



- In the reports page, Users will be able to see hourly activity reports.
- User can see the Report type, date, who reported it, and the account name.
- User can click on the box with "With Incident Flags Only" to only see Incident reports.

Documents



 In the Documents page, AIS can upload your guard's certificates and training to ensure compliance.

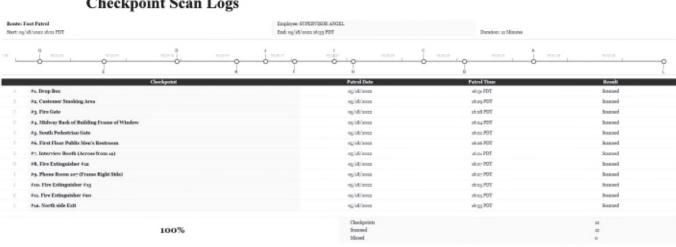
Live Time GPS Tracking



- The GPS Tracks uses the GPS location of the phone to determine the position of the guard.
- The Green bars on the bottom signal movement and GPS activity.



- The Red Dots symbolize the area where the security officer scans a checkpoint, creates a report, transmit Geofence movement and updates TrackTik Activity.
- To see the timeline of the GPS, drag the timeline to User preferred time or use the drop-down menufor more precise times and dates.
- In the white box on the map, User can see details such as the phone number, the guard's name, the time and date, and the accuracy of the GPS location.
- The picture of the guard on the map indicates the location of the guard at that time.



Checkpoint Scan Logs

- Users can see in live time which points the guard has scanned.
- This list will help visualize the route the guard is patrolling.
- Quick summary of scans without needing to open the full report.

4. Complaint Management

Altercations between constituents and our guards, including complaints, are taken very seriously and are on dealt with on an individual basis. At your request, AIS will post up metal signs to establish a method of contact between the staff of Los Angeles County Public Works and our management. The metal signs will include a call number to our 24 hour dispatch center where dispatch operatives will document the report and immediately contact quality assurance managers to access the situation and reach the officer on duty for further action. When deemed to be a complaint of emergency, AIS management will immediately contact the client with the event briefings to address the situation and if necessary, pursue disciplinary action of the offending officer.



All clients have email and telephonic access to all members of our Management Team. We are a proactive company that understand the needs of our clients. Any issues and/or complaints from the client should be immediately brought to our attention so they can be addressed and rectified swiftly. We have a client complaint form provided to our clients to keep a record and investigate more on any issues relating to our services. Ultimately, we will resolve the issue as swiftly as we can to prevent anymore misconducts.

The key to any successful plan is its organization, documentation, and transition plan. We create an in depth set of Post Orders as well as maintain a corrective action plan for each client. We keep a record of disciplinary action forms for each of our security officers who have received a complaint from our clients or their constituents. This allows us to take corrective action and bring to the officer's attention what they may be lacking or doing wrong, and train them to correct the offending action. The officer is given two warnings for any violations and if no improvements are seen, they will be subjected to further action up to and including termination. This allows us to achieve our goals of providing excellent service and exceeding client expectations.

5. Response Time to Complaints

AIS has a 24/7 Call Center for clients to reach a representative with any concerns and complaints. The representative will direct the call to our Quality Assurance Manager or Supervisor to immediately address the situation. Regarding complaint forms, a copy of any written complaint and its resolution shall be submitted to the client no later than five working days from the Contractor's receipt of the complaint. An updated copy of the complaint log shall be made available to the client by the first day of each month. Logs and reports relative to supervision, noting problems and/or violations and corrective actions shall be made available.

6. Disciplinary Action

AIS management understands that a disciplinary system must be put in place to ensure that if employees shall violate a rule or policy, including rules set by each functional department, he/she will be subject to disciplinary actions. Any conduct which in AIS's view interferes with or adversely affects company operations, image, or reputation, is sufficient grounds for disciplinary action ranging from oral warnings to immediate dismissal. This acts a preventative measure and ensures that our guards are suitable for providing stellar service and correctly following post commands as according to the job descriptions of our customers.

Depending on the severity of any misconduct, disciplinary steps may be enforced by the following methods: verbal warnings, written warnings, suspensions, placement on probationary status, and/or termination of employment. After an employee has served a disciplinary warning or suspension, a subsequent violation of any Company rule or regulation may result in discharge. Such subsequent act need not be in violation of the same rule or regulation previously violated.



All disciplinary actions will be discussed with the employee and a report will be filed in the employee's personnel file. Factors which may be considered in ascertaining the appropriate disciplinary actions include:

- 1. Severity of conduct;
- Employment record;
- Employee's ability to correct conduct;
- 4. Effect on operations, customers, and other staff;
- Special circumstances and previous occurrences.

The Followings are Examples of Violations Resulting in Disciplinary Actions Including Termination. This List is not Meant to be Complete and All Inclusive.

- Theft or attempted theft (or apprehension in the act of theft), including embezzlement or pilferage of property belonging to AIS, its suppliers, customers, or employees.
- Possession of weapons, firearms, or explosives on AIS premises or during the performance of company duties without a proper permit issued by the federal or state government.
- Possession, use, or sale of alcoholic beverages or controlled substances on Company property; or reporting for work under the influence of, or in an unsafe condition resulting from the use of the above; or reporting for work in an unsafe condition.
- Failing to observe established fire or safety practices; engaging in dangerous or potentially
 dangerous acts, provoking a fight, throwing objects, threatening, intimidating, harassing,
 or coercing any person(s) on Company premises, or any other activity that could result in
 employee injury, accident or waste time on material or equipment. Unauthorized release or
 misappropriation of confidential or other business information.
- Falsifying company records; or making false statements on applications for employment, insurance forms, worker's compensation forms or any company leave application forms.
- Willful disregard or disrespect (insubordination) toward a supervisor or representative of AIS management or failure to obey or fully carry out work as required or through any reasonable instructions.
- Fighting, attempting bodily injury to others, threatening, intimidating, coercing, interfering
 or otherwise verbally or physically abusing other person(s) on AIS premises.
- Failure to maintain quality and quantity of work or assignments satisfactorily, safely, or efficiently.
- Allowing family members or friends of employees into work areas without prior consent of AIS management.
- Discriminating or harassing fellow employees or visitors. This is a violation of our established Equal Employment Opportunity principles and will not be tolerated.



- Displaying any immoral, indecent, harassing, or degenerate conduct. Soliciting persons for immoral purposes or the aiding and/or abetting of any harassing, immoral or indecent behavior.
- Tampering with employee time cards, altering your time card or another employee's time card, or allowing another employee to change or falsifying time keeping records.
- Unauthorized loaning, duplicating, usage, or loss of Company keys or other property.
- Conviction of any crime involving moral turpitude or committing or attempting to commit sabotage or espionage.
- Failing to call or report for work or failing to give adequate notice of inability to report for work. Excessive absenteeism or tardiness or leaving early from work, failing to return from leave of absence or sick leave as scheduled.
- Unauthorized solicitation, fund raising, selling of merchandise, or distribution of literature for any purpose during regularly scheduled working time on Company premises.
 Unauthorized posting, removing or altering any document on company bulletin boards.
- Failing to report accidents, breakage, or damage to equipment and machinery when you are assigned to operate or use them. Giving false information or refusing to give testimony when accidents are being investigated or receiving traffic violation citation when driving the company vehicles. Littering company premises with cans, bottles, papers, or other refuse. Being frequently away from a regular workstation without prior authorization from immediate supervisor. Wasting time or loitering during working hours. Operating equipment that you are not trained to use without prior authorization of immediate supervisor.
- Acceptance of gift(s) of appreciable value (over \$25) from vendors or other interest parties without authorization from AIS executive management.
- Engaging in bookmaking activities or participating in gambling activities on company premises.
- Off-site consumption of alcohol during business hours.
- Failure to turn in company expense reports on a timely manner.
- Taking work off-site without the explicit prior approval of AIS management.



7. Documentation Methods

	Monitoring Method	Action Taken for Client
Check in and Check out System	Check-in/out times	Emailed Weekly
	Sign-in Sheets	Attached with Billing Invoice
	Electronic Sign-in Sheets	Emailed Weekly
	Supervisor Post Checks	Emailed Weekly
Documentation & Equipment	Daily Activity Reports	Emailed Weekly
	Daily Report Log	Emailed Weekly
	Supervisor Activity Reports	Emailed Weekly
	Individual Guard GPS Tracking	Available 24/7
	Checkpoint Tracking	Available Daily
	Patrol Vehicle GPS Tracking	Emailed Twice a Week
	Vehicle Inspection	Emailed Weekly
	Monthly Incident Reports	Emailed Monthly
	Monthly Reports	Emailed Monthly
E-Verify	BSIS Guard Card Expiration	Quarterly Reports
	BSIS Exposed Firearm Permit Expiration	Quarterly Reports
	BSIS Baton Permit Expiration	Quarterly Reports
	School Security SB 1626 Expiration	Quarterly Reports
	CPR/First Aid Expiration	Quarterly Reports
	OC Pepper Spray Certification Expiration	Quarterly Reports

Samples Forms for Monitoring

- Daily Activity Report
- Incident Report
- · Supervisor Daily Report
- Disciplinary Action Notice
- · Quality Assurance Inspection Report
- Guard Timesheet
- · Guard Sign In/Out Sheet
- Parking Violation Warning
- · Emergency Action Plan
- Fire Watch
- Bomb Threat Receive Form
- Daily Vehicle Inspection
- Patrol Tag

(Please see attached for sample forms)



State Lic.: PPO 16302

El Monte, CA 91731 4255 Tyler Ave

www.absolutesecurityintl.com

Toll Free (866) 969-7188 Fax: (626) 858-2882 (626) 858-7188

Please send DAR's to: dar@absolutesecurityintl.com

Daily Activity Report

Page

Yes YOUR OBSERVATIONS CHECK LIST Day of the Week Any 'YES' Answers shall be described in Maintenance Required (Lights out) Windows Doors, Offices Unlocked Classified Information Violation Sprinkler Heads, Risers Blocked Fire Door, Lanes, Exits Blocked Tresspassers, Intrusion, Alarms Broken Devices (Gates, Locks) INCIDENT REPORT TAKEN SUPERVISOR NOTIFIED Unsafe Vehicle Operation New Instruction Received Manchinary Left Running Outside Security Hazards Fire Extinguisher Check Theft, Attempted Thefts Electical Box Violation General Safety Hazards Suspicious Actitvies Smoking Violations 20. Smoking Violations Hazardous Stacking Parimeter Hazards 23. Electical Hazards Fires Fire Alarms 26. Unsafe Practices 28. NO SECURITY 29. INCIDENT REF Health Hazards Lot Violations Unusal Odors Fire Hazards Shift Keys Passed Jobsite Address Received From # (1) Officer's ID # Radio Passed Narrative/ Observations Additional Equipment Reviewed By obsite Name Officer Name Date/Time Relieved By

jobsites. Since the report may expose some security issues, the specific client who receives this report should not disclose the contents of this report to any other party due to the This report is created by AIS for our client's only. It is not intended for anyone other than the specific client. The contents of this reports are the observations at the particular sensitive nature of the report. AIS does not assume any liability if any of this report is disclosed to any third party for any reason without a written permission from AIS.

Remarks narrative of this report



Phone: (626) 858-7188 Fax: (626) 858-2882 www.absolutesecurityintl.com

Incident Report

						-					
Incident Type											
Clients Name					Jobsite						
Clients Addres	5				Jobsite Add	dress					
Date, Time, Da	y of Occur	rence									
Location of Oc	currence										
CODE: V - VICT	'IM	W - WI	TNESS I - INFO	RMANT	R - REPORTIN	G PARTY	Р-	PARTY			
Code	# of	L. N	AME F. N	AME M.	NAME		SEX	ETHNICIT	Y	DOB	AGE
RES. ADDR.			CITY	ZIP		VICTIM	CLASSIFIC	ATIONS #	RES. P	HONE	
BUS. ADDR.			CITY	ZIP		English	Speaking?		BUS. P	PHONE	
Code	# of	L. N	AME F. N	AME M.	NAME		SEX	ETHNICIT	Υ	DOB	AGE
RES. ADDR.			CITY	ZIP		VICTIM	CLASSIFIC	ATIONS #	RES. P	HONE	
BUS. ADDR.			CITY	ZIP		English	Speaking?		BUS. P	PHONE	
CODE: S - SUS	SPECT	SJ - S	SUBJECT S/V - SU	BJECT/ VICTIM	SJ	/V - SUB	ECT/ VICTI	М			
Code	# of	L. N	AME F. N.	AME M.	NAME		DRIVER	'S LICENSE (S	TATE 8	& NO.)	
RES. ADDR.			CITY	ZIP			RES. PH	ONE			
BUS. ADDR.			CITY	ZIP			BUS. PH	IONE			
SEX	RACE		ETHNIC ORIGIN	HAIR	EYES	н	IEIGHT	WEIGHT	DO	В	AGE
CHARGE							WHERE	DETAINED C	DR CITE	#	
AKA				MONIKER			BOOKIN	IG#			
Code	# of	L. N	AME F. N	AME M.	NAME		DRIVER'S LICENSE (STATE & NO.)				
RES. ADDR.			CITY	ZIP		RES. PHONE					
BUS. ADDR.			CITY	ZIP			BUS. PH	IONE			
						1			1		
SEX	RACE		ETHNIC ORIGIN	HAIR	EYES	H	IEIGHT	WEIGHT	DO		AGE
CHARGE							WHERE	DETAINED C	OR CITE	#	
AKA				MONIKER			BOOKIN	IG#			
VEHICLE # STATUS		LICE	NSE (STATE & NO.)	YEAR	MAKE	MOI	DEL	BODY TYP	E	COL	.OR
REGISTERED O	WNER	-		IDENTIFYING	FEATURES			GARAGE N	IAME/	PHONE	
OFFICER			EMPLOYEE #		SUPERVIS	SUPERVISOR EMPLOYEE #					
SHIFT				OPERATIONS EMPLOYEE # DATE TIME				E TIME			

This report is created by AIS for our client's reference only. It is not intended for anyone other than the specific client. The contents of this report are the observations at the jobsites. Since the report may expose some security issues, the specific clients who receives this report should not disclose the contents of this report to any other party due to the sensitive nature of the report. AIS does not assume any liability if any part of this report is disclosed to any third party for any reason without a written permission from AIS. 09-OP-106-00003

ABSOLUTE INTERNATIONAL SECURITY					Supervisors Daily Report			
Supervisor Name:		Supervisor I	D#:	Date:	Day of Week:	Start Time:		
Vehicle Number:	Starting Mileage:	Ending Mile	age:	Total Mileage:	: Vehicle Inspection Report Completed? ☐ Yes ☐ No			
Jobsite Name:	Jobsite Address:			Date of Visit:	Start Time:	End Time:		
Notes and Observations:								
	I							
Officer Assigned:	Officer Name Printed:		Officer Signa	ature	Reviewed?			
Jobsite Name:	Jobsite Address:			Date of Visit:	Start Time:	End Time:		
Notes and Observations:								
Officer Assigned:	Officer Name Printed:		Officer Signa	ature	Officer Daily Report Reviewed?			
						I		
Jobsite Name:	Jobsite Address:			Date of Visit:	Start Time:	End Time:		
Notes and Observations:								
Officer Assigned:	Officer Name Printed:		Officer Signa			Reviewed?		



DISCIPLINARY ACTION NOTICE

DATE:						
NAME OF EMPLO	YEE:					
DEPARTMENT:				TITLE:		
TYPE OF VIOLATION	ON(S)	Λ			<u> </u>	
Abandoned Post			to Follow Inst	ruction		Company Policies/Procedures
Absent / No Call N	lo Show	Insubord				Press Code (Uniform)
Attendance Issue Carelessness			s or Early Qui		Violation of S	
Disorderly Conduc	n+		ss to Other Per factory Work (ge to Materials or Equipment ersonal Matters
Other:	A	Ullous 10 s.	actory work	Quarty	, working on .	ersonar maners
NUMBER OF VIOL	ATION(S)	1				
NUMBER OF VIOL	Oral	Written	Issued	Date	Issued By	Title
1st Warning						
2 nd Warning						
Further Action						
Dept. Head/Manag	er/Supervi	sor Statemer	at			
Employee Statemer	at					
Action to be taken	War	rning _	Probation	Suspe	ensionTe	rminationOther
Consequences sho	ould incide	ent occur a	σain:			
				The Comi	pany is commit	ted to providing a work
						Company strictly prohibits
				_		ment on the basis of race,
						hysical disability, medical
						ed under Federal or State
						volved in the operation of
	rohibits ur	ılawful hara	issment by	any employ	vee of company,	including supervisors and
co-workers."						
						<u></u>
I, the undersigned em	ployee, hav	e read this Di	isciplinary A	Action Notic	e and fully under	stood it.
EMPLOYEE:				- <u>- </u>		
	S	Signature		Print Na	me	Date
President		Vice Pres	sident	Depar	rtment Head	HR office Recording

QUALITY ASSURANCE INSPECTION REPORT

Contractor Supervisor:				
Inspection Day/ Date:				
	Emp	loyee Inforn	nation	
Employee Name:				
Job Title:				nent
	Ir	spection Ite	ems	
Item	Yes	No	Commer	nts
Flashlight				
Communications				
Sam Browne				
Current Guard Card			#:	Exp. Date:
Proper Uniform				
Safety Vest				
Pepper Spray			#	
CPR			#	
First Aid			#	
Baton			#	
Current Driver's License			#-	Exp. Date:



Day Dariade

ID#

ie				10#		_ray reliouto	
Date	Time In	Time Out	Time In	Time Out	Hours	Job Site/Location	Approva
			11				
					-		
	1						
	+						-
						l	
		_				Date:	
ature:						Final Approval:	

California law mandates that you must take a 30 minute meal break, when you work more than 5 hours a day. You MUST begin your meal break BEFORE you start working more than 5 hours. For example, if you begin work at 6:00am, your meal break must begin no later than 11:00am (5 hours after you begin work).

California law also mandates that you take a 10-minute, duty free, rest break for every four (4) hours worked or major fraction thereof. The law requires that you take a 10-minute rest break in the middle of each 4-hour work period (e.g., at the 2-hour mark).

These are paid breaks, and can NOT be voluntarily waived.

I certify under the penalty of perjury that the above hours accurately represent my working and meal break hours. I further certify that to the extent I worked less than 6-hours on a given day and waived my right to a meal break OR worked less than 12-hours in a day and waived my right to a second meal break, I did so VOLUNTARILY of my own free accord and without any coercion from my employer. I also certify that I have taken ALL of my 10-minute rest breaks to which I am entitled under California law, as fully explained to me by my employer.



ABSOLUTE INTERNATINAL SECURITY

GUARD SIGN-IN / SIGN-OUT SHEET

POST:		LOCA	TION:		
DATE	NAME(PRINT)	SIGNATURE	TIME-IN	TIME-OUT	APPROVED INITIAL

PARKING VIOLATION

WARNING



	Greaca V
Notice: This Vehicle is improperly son(s):	parked for the following rea-
☐ Reserved Parking Only Pa	irking
☐ For "Tenant's Customer O	nly"
☐ Parking Fire Lane	
☐ Parked in NO PARKING s	space/area
□ Unattended Vehicle	
□ Parked in 2 SPACES	
☐ Blocking driveway or acce	ess
□ Other	
This vehicles's description has be Failure to conform to our regulations DRIVER'S EXPENSE AND REVOCA	may result in towing and storage at TION OF PARKING PRIVILEGES.
CVC 22	
Parking Permit NO.	OTHER LD.
VEHICLE MAKE/MODEL	APPX. YEAR
VEHICLE COLORIS	LIC TAG NO.
DRIVER'S NAME [IF KNOWN]	
DATE ISSUED TIME	BY • SECURITY OFFICER

EMERGENCY ACTION PLAN

HAZARD	Satisfactory	Needs Attention	Target Date for Correction	Date Corrected
Are you required to have an emergancy plan?				
Does the emergency action plan comply with the requirements of T8 CCR 3220 (a)?				
Have emergency escape procedures and routes been developed and communicated with all employers?				
Do employees, who remain to operate critical plant operations before they evacuate, know the proper procedures?				
Is the employee alarm system that provides a warning for emergency action recognizable and perceptible above ambient conditions?				
Are alarm systems properly maintained and tested regularly?				
Is the emergency action plan reviewed and revised periodically?				Щ
Do the employees know their responsibilities:	_			$\vdash\vdash\vdash$
For reporting emergencies?				Щ
During an emergency?				
For conducting rescue and medical duties?				
				\blacksquare
				Щ
				.
Name		Date	e	



		FI	KE WAI	СН	_		
					-	D A	TE
ACCOUNT NA	AME:						
Speacial Secur	ity checks	informati	on for pa	rol office	es:		
TIMES OF PATI	ROL CHEC	KS:					
		1		Г		I	
	$\overline{}$	-					
OFFICERS OBSERVA	ATIONS AND	NOTATIONS	:				
TIME START :				OFFICER'S	SIGANATUR	E:	
TIME END:			_				

4255 Tyler Avenue, El Monte, California 91731
Telephone (626) 858-7188 Facsimile (626) 858-2882 Toll Free (866) 969-7188
www.absolutesecurityintl.com



Bomb Threat Receive Form

Time Date:	Date:		-
Statement received:			
Caller's Identity			
Sex:	Age Approximation:	Accent	:
Voice	Loud	High Pitch	Pleasant
(check X)	Soft	Deep	Slow
	Stutter	Slurred	_Deliberate
	Nasal	Lisp	Raspy
	Incoherent	Angry	Calm
	Coherent	Emotion	Laughing
	Disorted	Intoxicated	Distinct
-	Fast	Rational	Irrational
Language(check X)	Excellent	Fair	Foul
	Good	Poor	
Background Noises			
	Factory Machine	Bedlam	
	Office Machines	Mixed	
	Steet Traffic	Trains	
	Quite	Voices	
	Airplanes	Music	
	Party Sounds	Animals	
Any other informati	Party Sounds		
Any other information	<u> </u>		

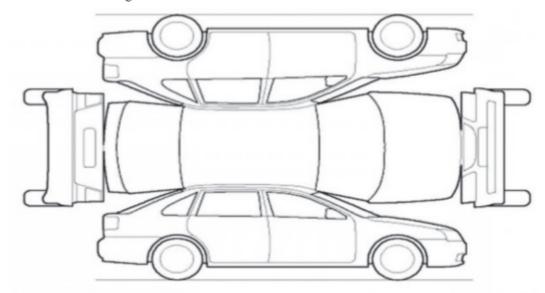


Daily Vehicle Inspection Checklist

Please indicate "Yes" or "No" besides each line item as apporpriate.

Date:	Time:	Vehicle Number:	Make and Model:	Employee Name:						
Starting Mileage:		Ending Mileage:	Ending Mileage: Total Miles: Employee Sig							
	Are the windo	Are the windows/windshield cracked?								
	Are the headli	Are the headlights/tail lights in working order?								
	Do the automatic window rollers/sideview mirrors work?									
	Does the heating/air conditioning and windshield defogging system work?									
Do the interior lights work?										
	Is the mainten	ance light on?								
	Are the tires in	n good shape (no damage	and all appear to be pro-	perly inflated?)						
	Any unusual oil/grease leaks (under or around the vehicle)?									
	Is the vehicle clean inside and out?									
Comments:	'									

^{*}Please note any scratches/marks on the diagram.



AIS employees are required to complete a copy of this form prior to the operation of any AIS owned and operated vehicle. Completion of this form prior to operation is critical in the identification and aviodance of potential vehicular malfunctions/defects that may create potential health and safety issues. Employees MUST clean up after use of company vehicles. This form must be submitted to the office at the end of the shift.

16-OP-106-0023



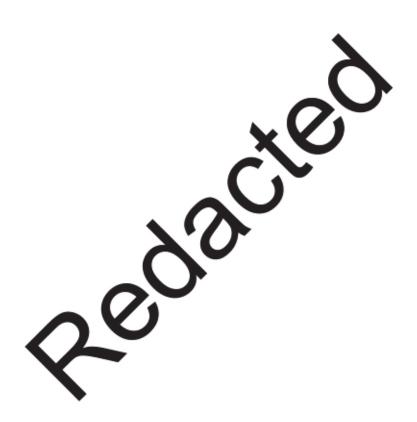
8. SUBCONTRACTORS

AIS does NOT utilize any subcontractors to fulfill any of the minimum requirements or to perform any work under the resultant contracts.



9. FINANCIAL RESOURCES

Please see the 2019 - 2021 Prepared Financial Statement on the following page.





10. LICENSES AND CERTIFICATIONS

PPO License and Verification





Bureau of Security and Investigative Services P.O. Box 989002 West Sacramento, CA 95798-9002 (916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO16302

Receipt No. 10604

ABSOLUTE INTERNATIONAL SECURITY, INC. 5155 IRWINDALE AVE

BALDWIN PARK, CA 91706-2167

Valid Until: 01/31/2025

in accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named hereon is issued a Private Patrol Operator License Renewal.

NON-TRANSFERABLE ---- POST IN PUBLIC VIEW

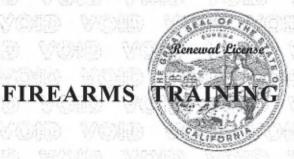
WPIPPO 10/2015



Certificate No. TFF1300

Receipt No. 1160

AIS 5155 IRWINDALE AVE BALDWIN PARK, CA 91706-2167



Bureau of Security and Investigative Services P.O. Box 989002 West Sacramento, CA 95798-9002 (916) 322-4000

FACILITY

Valid Until: 06/30/2024

Valid Until: 06/30/2024

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the facility named hereon is issued a Training Facility Certificate Renewal.

NON-TRANSFERABLE ---- POST IN PUBLIC VIEW



Renewal License

Bureau of Security and Investigative Services P.O. Box 989002 West Sacramento, CA 95798-9002 (916) 322-4000

BATON TRAINING FACILITY

Certificate No. TFB1188

Receipt No. 566

AIS 5155 IRWINDALE AVE BALDWIN PARK, CA 91706-2167

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the facility named hereon is issued a Training Facility Certificate Renewal.



BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY . GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF CONSUMER AFFAIRS BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

PO Bex 980550, West Sacramento, CA 95798

P (916) 322-4000 | P (800) 952-5210 | F (916) 575-7290 | www.bsis.ca.gov



VERIFICATION OF LICENSURE

This is to certify that I, Keli Rutherdale, am the Custodian of Records at the Bureau of Security and Investigative Services (Bureau), Department of Consumer Affairs. In this position, I am tasked with searching the records of the Bureau and providing this Certification. A diligent search was made under my direction and any failure to find a record should be regarded with respect to Evidence Code section 1284.

Absolute International Security, Inc.

Baldwin Park, CA 91706-2167

5155 Irwindale Avenue

License Type: Issued:

License Number: 16302

Private Patrol Operator

01/26/2009

Expiration:

01/31/2025

Previous Names:

Absolute Security International, Inc.

Status:

Current

Personnel: Title: Association: Disassociation: Lucy Jie Lin CEO/Principal 11/19/2018 N/A Lucy Jie Lin Treasurer 01/26/2009 N/A Lucy Jie Lin Qualified Manager 01/26/2009 N/A

Disciplinary History

On August 30, 2010, Private Patrol Operator (PPO) license number 16302 was issued a citation for failing to submit a Report of Incident within the required seven (7) days pursuant to Business and Professions Code (BPC) Sections 7583.2 (g). The citation has been satisfactorily resolved.

I declare under penalty of perjury, under the laws of the State of California, that the above statements are true and correct to the best of my knowledge and belief. Given under my hand and the seal of the Department of Consumer Affairs, Bureau of Security and Investigative Services, at Sacramento, California, this 12th day of January 2023.

Lynne Jensen, Chief

Keli Rutherdale

Keli Rutherdale Custodian of Records



Section 162 of the Business and Professions Code: The certificate of the officer in charge of the records of any board in the department that any person was not on a specified date, or during a specified period of time, licensed, certified or registered under the provisions of law administered by the Board, or that the license, certificate or registration of any person was revoked or under suspension, shall be admitted in any court as prima facie evidence of the facts therein recited.



11. INSURANCE AND BONDS

- 1. Form PW-13: Proposer's Insurance Compliance Affirmation
- 2. Form PW-16: Proposer's Performance Bond Affirmation Form

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS
STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Absolute Security Intl Corp dba Absolute International Security Proposer's Name 5155 Irwindale Ave, Irwindale, CA 91706 Address \square 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. П If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. 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.

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Absolute Security Intl Corp dba Absolute International Security
Proposer's Name 5155 Irwindale Ave, Irwindale, CA 91706
Address
Proposer will provide a performance bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will procure, maintain, and provide the County the performance bond and payment bond, substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon.
Proposer will not provide a performance bond and payment bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will not procure, maintain, and provide the County the performance bond, substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual amount each, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon. Checking this box will render your proposal as nonresponsive and will immediately disqualify your firm from further consideration.



12. RECORD KEEPING

Form LW-9: Wage and Hour Record Keeping

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374) SECURITY SERVICES FOR VARIOUS PUBLIC WORKS

NSTRUCTIONS

requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer 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 contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. the processes and the steps associated with those processes.

this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of 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 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.

1.2. Most of employees report to work at the work location, but some of employees who have 1.3. For purposes of fulfillment of the County contract, AIS consider an employees' shift to start upon arrival at the work site. However, as per federal and state employment laws, the employee is "on the clock" for travel from the central site to the work site and will be paid addition, we utilize a guard management and touring system (Tracktik) to track officer's locations and patrols. 1.1. We track employees based on a call-in system as well as an onsite sign-in sheet. In RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. to utilize company vehicles for patrol may report to work at a central site. How does the Proposer track employee hours 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 TRACKING HOURS WORKED QUESTION actually worked? worksite? Ξ 1.2

accordingly.

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

1.3

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. QUESTION

When a security officer is to begin their shift, he/she will report directly to the work site and

REPORTING TIME

reported to work and at what time? For example, How does the Proposer know employees actually sign-in sheets, computerized check in, call-in system, or some other method?

RECORDS OF ACTUAL TIME WORKED ကံ

- What records are created to document the beginning and ending times of employee's actual work shifts? 3.1
- What records are maintained by the Proposer of actual time worked? 3.2
- Are the records maintained daily or at another interval (indicate the interval)? 3.3
- Who creates these records (e.g., employee, supervisor, or office staff)? 3.4
- Who checks the records, and what are they checking for? 3.5
- What happens to these records? 3.6
- Are they used as a source document to create Proposer's payroll? 3.7.
- ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information) 3.8

shift for all Absolute International Security Clients. In addition to calling in and out, officers are also given physical and check-in. The dispatch center then computerizes the check-in and check-out times for every officer and every sign-in and sign-out sheets at the job site that are processed and forwarded to the client upon request. either call our 24-hour IN-HOUSE dispatch center or the automated TrackTik check-in line

- and the client can verify the officers' time and location when reviewing time sheets. Check-in/out procedures are schedules and check-in/out times. Officers can check-in from their personal phone or a site phone, if available, geofenced meaning officers can only check-in when they are actually within the perimeter of the client's site. 3.1. AIS utilizes both physical sign-in/out sheets and guard management software to keep track of work
 - 3.2. All records mentioned above in 3.1. will be maintained by AIS for records of actual time worked.
- 3.3. Computerization of check-in/out times are maintained in real time, employee's physical time sheets and 3.4. Employees fill out their provided time sheets, and our Dispatch staff computerizes their time sheets and worksite sign-in sheets are maintained weekly.
- worksite sign-in sheets.
- fulfillment of the client's contract. These sign-in sheets are compared with the automated call-in and call-out log 3.5. The Attendance team as well as Payroll staff checks attendance records to ensure accurate billing and for each employee as well as to the master schedule, which reflects the client's contract to ensure proper coverage, no unnecessary staffing or overtime, and accurate invoicing.
- 3.6. All time sheets and call-in/out logs must match the master schedule for each particular jobsite at this point. They are then provided to the client, if requested. If not, they are archived and stored for future reference, as
- 3.7. Yes. The final verified and accurate documents are used as a source to create payroll.
- 3.8. See attachment

5 9 οĘ

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4 4 4.3. 4.3. 4.4.4.	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) I. If records of actual time worked are not used to create payroll, what is the source document that is used? 2. Who prepares and who checks the source document? 3. Does the employee sign it? 4. Who approves the source document, and what do they compare it with prior to approving it?	 4.1. These records mentioned above are used to create payroll. 4.2. The Dispatch and Attendance teams provide initial screening for accuracy of the attendance documents. Once the documents are provided to the Accounting team, the staff also conducts their own review to ensure accuracy of the source documents before generating payroll and customer invoices. 4.3. Yes, employees sign on their time sheets. 4.4. The final source document is approved by Dispatch, Attendance, and Accounting as it makes its way through the review process. The source document is validated against the master schedule as well as the employee's computerized check-in/out logs from the guard management software.
5. 5.2. 5.3.	BREAKS I. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 3. If so, who prepares, reviews, and approves such documentation?	5.1. All officers must comply with state mandated rest and meal breaks. Time sheets have allotted space for officers to record their breaks for verification. Additionally, officers are required to check-in/out of their shifts in the same manner as described above to record their break periods. This information is processed in the same way as attendance and is verified for compliance. If there is any reason the employee cannot take the appropriate breaks or lunches, we ask that the employee contact a supervisor so that we can remediate the situation that prevents the employee from taking his or her required rest and meal breaks. 5.2. Yes, employee's time sheet and check-in/out logs documents these breaks. 5.3. The check-in/out logs are reviewed by our Attendance team for compliance. Any failures to adhere to required meal and rest breaks will be forwarded to our Quality Assurance and Compliance teams to address with the employee.

141

of 6

142

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	
QUESTION	

MANUAL PAYROLL SYSTEM

- 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.
- 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?
- step, we calculate the total wage based on working hours and wage rate by excel sheet (Holiday 7.1. AIS provides service to a large variety of clients located in varying district areas that have manually processed to meet all the differing calculations should they perform work in various regions. We prepare checks through several steps. First, we verify the time sheet from the sheets must be processed and verified against the master schedule for accuracy. For the third and Overtime rates are 1.5 times). Once the final pay wage is generated, we issue the check. officer, which details the date worked, jobsite, time in, meal break, and time out. The time differing Minimum Wage rates. Thus, it is not uncommon that officer's checks have to be
- 7.2 If the employee has multiple wage rates, total wages are added up by their different wage rate. For example, if an officer works 4 hours with \$17.00/hour in City of Los Angeles, and work another 4 hours with \$16.00/hour in non-District, he will receive: \$17.00*4 + \$16*4 =

weighted average of all their pay rates earned for that pay period, unless the average falls below However, it must be noted that starting in 2022, an employee's overtime rates must be the

AUTOMATED PAYROLL SYSTEM

- 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.
- 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?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

8. AIS has our own Payroll Department, and does not use an automated payroll system or contracts any third party payroll services from an outside firm.

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6	TRAVEL TIME	
9.1	9.1. How is travel time during an employee's shift paid?	9.1 Our company pays for travel time only during an employee's shift at the hourly rate of
9.2	9.2. At what rate is such travel time paid if the employee has multiple wage rates?	9.2 The rate will depend on the jurisdiction of the destination.
9.3	9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:	9.3. a: For example, if the employee works at \$18.49/hour of County Living Wage for 3 hours and travels 1 hour to the work location where the pay rate is \$16.00/hour for 4 hours, then the day's wage will be $$18.49*3+$16.00*1+$16.00*4 = 135.47 .
	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.	b: If the guard works 3 hour at a work location under a County Living Wage contract, which is \$18.49/hour, and travel one hour to another work location to work 4 hours where they are also paid \$18.49/hour of County's Living Wage rate. Then the day's rate will be \$18.49*3 + \$18.49*1+\$18.49*4 = \$147.92.

10.1. We will pay overtime wages when the employee works more than 8 hours a day or over 40 hours a week.

During a single shift, an employee works three hours at a work location under a

Ь.

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.

10.1. How does the Proposer calculate overtime

wages?

OVERTIME

10.2. What if the employee has multiple wage rates?

10.2. An employee's overtime rates must be the weighted average of all their pay rates earned for that pay period, unless the average falls below the County's mandated Living Wage Ordinance, in which case, the LWO rate will prevail.

DATE		ERVICE SECURITY	SIGN-IN SHE	
MM/DD/YR		PRINT FULL	NAME	HR:MN
11/16/20	07/0	Lonnix	6-1-31	1615
11/16/20	0900	6re9 5.		1730
11/17/20	0745	Connex &		1615
11/17/20	0900	Gre7 5	7.19	1800
11/18/20	07.45	CENPEX ,	*	1615
11/18/20	0900	6-27 5		1800
11/19/20	0745	Sount		1615
1119/20	0900	6-69		1800
11/20/20	0745	Jovan L.	30	116 15
1/20/20	0900	6-295.		1730
1/23/20	0745	LONGER,		1415
11/23/20	0960	6-27 5		1800
1/24/20	7.45	Shanday	~	4.12
1/24/20	0900	6-295		1730
11/25/20	7 00 48	Mullay	-	4:15
1/25/20	0900	6-81	1333	1730
11/30/20	745	Shendon	0	4.12
	0900	6re9 5.	1946	1730
2/1/20	7.95	Shordon	263	4.15
1/20	0900	Grey ,		1730
2/2/20	0745	LOWNER,	ero	1615
2/2/20	0900	61295		1800
2/3/20	6745	View Sa		1615
12/3/20	0900	6re95		1800

	ABSOLUTE	INTERNATIONAL	SEC
TIS Z			(0)

Y Carlo

Name: C >7 Pay Period: 11/18 to 11/24/18

Date	Time in	Time Out	Time In	Time Out	Hours	Job S	ite/Location	Approval
111118	1400	1800	183D	2200	8	154515	Senta Mionica	
11/18/18	THIN	1950	1930	2200	81			
11/13/18	1400	1800	1830	2200	8			
1114 18	1400	1900	1930	2200	8	1		
115 18	off	-	-	_	OF.F			
11618	off	_	_	-	Off			
11718	8600	1030	1100	1400	8/			
18 18	1400	1890	1830	2200	8			
81 1011	1400	1900		2200	8			
1130 18	1400	1200	1839	2200	3			
113118	1400	0091	1930	2200	8			
122/18	off	-	-	-	DFF	V		
11 23 18	off	-	-	_	OPF/		1	
1/24/18	1400	1800	1830	2100	77	V12616 C	enta Monica	
, ,,	1		1		MG		total market	
								-
								-
rambio.					-			-
F130								-
								-
								-
	-	-	-	-	-			-
· Dimer	70 inst				700			

Total House 79 ms

7 GlwSDate:_______
Final Approval:_____

California law mandates that you must take a 30 minute meal break, when you work more than 5 hours a day. You MUST begin your meal break BEFORE you start working more than 5 hours. For example, if you begin work at 6:00am, your meal break must begin no later than 11:00am (5 hours after you begin work).

California law also mandates that you take a 10-minute, duty free, rest break for every four (4) hours worked or major fraction thereof. The law requires that you take a 10-minute rest break in the middle of each 4-hour work period (e.g., at the 2-hour mark).

These are paid breaks, and can NOT be voluntarily waived.

I certify under the penalty of perjury that the above hours accurately represent my working and meal break hours. I further certify that to the extent I worked less than 6-hours on a given day and waived my right to a meal break OR worked less than 12-hours in a day and waived my right to a second meal break, I did so VOLUNTARILY of my own free accord and without any coercion from my employer. I also certify that I have taken ALL of my 10-minute rest breaks to which I am entitled under California law, as fully explained to me by my employer.

4255 Tyler Ave • El Monte, California 91731
Toll Free (866) 969-7188 • Telephone (626) 858-7188 • Facsimile (626) 858-2882
www.absolutesecurityintl.com
Please Send time cards to: timecards@absolutesecurityintl.com



	Break Approved Hours				
	ak App	30	30	30	30
	Bre	7.43	6.5	7.5	0
	Iours Actual Hours				
	Hours	7.5	7.5	7.5	7.5
	Clocked Shifts	10:49 PST-18:15 PST	11:45 PST-18:15 PST	08:45 PST-16:15 PST	10:44 PST-16:00 PST
n/out Book	Time	10:45 PST-18:15 PST	10:45 PST-18:15 PST	08:45 P S T-16:15 PST	10:45 PST-18:15 PST
AIS Disptach Log in/out Book	End Date	12/16/2020	12/17/2020	12/19/2020	12/22/2020
A	Start Date	12/16/2020	12/17/2020	12/19/2020	12/22/2020
	Name	3154 THOMAS HOLT	3154 THOMAS HOLT	3154 THOMAS HOLT	3154 THOMAS HOLT
	Position Eid	ARMED ROVING - 8437 SIERRA AVENUE, FC 52	ARMED ROVING - 8437 SIERRA AVENUE, FC 53	UNARMED ROVING - 8437 SIERRA AVENUE, FC 53154 THOMAS HOLT 1	UNARMED ROVING - 8437 SIERRA AVENUE, FC 53154 THOMAS HOLT 12/22/2020
	_	NO ********	NO *******	NO *******	NO ********



13. FORMS LIST

Proposer's Declaration Form for Security Services for Various Public Works Stormwater Maintenance Field Locations (BRC0000374)

- PW-1: Proposer's Organization Questionnaire/Affidavit
- PW-2.1-2.5: Schedule of Prices
- PW-3: Certification of Compliance
- PW-4: Contractor's Industrial Safety Record
- PW-5: Request for Preference Consideration
- PW-6: Proposer's Reference List
- PW-7: Proposer's Equal Employment Opportunity Certification
- PW-8: [This Page Intentionally Left Blank]
- PW-9: Proposer's Debarment History and List of Terminated Contracts
- PW-10: Community Business Enterprise (CBE) Information
- PW-11: Transmittal to Request a Solicitation Requirements Review
- PW-12: Proposer's Pending Litigations and Judgments
- PW-13: Proposer's Insurance Compliance Affirmation

This Form Omitted from Contract Requirements

- PW-15: Affirmation of Compliance with the Minimum Mandatory Requirements
- PW-16: Proposer's Performance Bond Affirmation Form
- LW-2: Living Wage Program Application for Exemption
- LW-3: Living Wage Rate Annual Adjustments
- LW-7: Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology
- LW-8.1-8.4: Staffing Plan and Cost Methodology
- LW-9: Wage and Hour Record Keeping for Living Wage Contracts

PROPOSER'S DECLARATION FORM

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

<u>DECLARATION:</u> I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN FORMS PW-1 THROUGH PW-10, AND PW-12 THROUGH PW-16, AND FORMS LW-1 THROUGH LW-9 ARE TRUE AND CORRECT.

PRINT NAME: Lucy Lin TITLE: President / QM

PROPOSER'S NAME: Absolute Security Intl Corp dba Absolute International Security

SIGNATURE: DATE: 03/14/2023

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME: Absolute Security Intl Corp dba Absolute International Security	COUNTY WEBVEN NUMBER: 151120
ADDRESS: 5155 Irwindale Ave, Irwindale, CA 91706	
TELEPHONE NUMBER: 626-858-7188	E-MAIL: llin@absolutesecurityintl.com
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER: PPO 16302
	FFO 10302

1	Select the option that best defines your firm's business structure: Corporation Limited Liability Company (LLC) Limited Partnership Sole Proprietorship Non-Profit Franchise Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): Absolute Security Intl Corp State of Incorporation: California Year of Incorporation: 2008 If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: If other: Specify business structure name:
2	Is your firm doing business under one or more DBA's? ✓ Yes □ No	Name: Absolute International Security Country of Registration: Los Angeles
_		Year became DBA: 2008
	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ✓ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm:
3		State of Incorporation or registration of parent firm:
	Has your firm done business under other names within last five (5) years?	If yes, indicate any other names and the year of name change. Name(s): Absolute Security International, Inc
4	Ç Yes □ No	Year(s) of Name Change: 2021

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	NONE
	Is your firm involved in any pending acquisition or mergers?	If yes, please provide additional information regarding the pending merger.
	☐ Yes ✓ No	
6		
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: Lucy Lin Title: President / QM Phone: (626)858-7188 Email: Ilin@absolutesecurityintl.com Name:



Secretary of State

Certificate of Amendment of Articles of Incorporation

Name Change Only - Stock

AMDT-

STK-NA

IMPORTANT - Read Instructions before completing this form.

Filing Fee - \$30.00

Copy Fees - First Page \$1.00 & .50 for each attachment page; Certification Fee - \$5.00

1. Corporation Name (Enter the exact name of the corporation as it currently is recorded with the California Secretary of State.)

ABSOLUTE SECURITY INTERNATIONAL, INC.

Secretary of State State of California

A0900684

Filing Number

12/25/2021

Filing Date

7-Digit Secretary of State Entity Number

3170681

3. New Corporation Nar	ne
------------------------	----

	Enter the number, letter or other designation assigned to the provision in the Articles of Incorporation being amended (e.g., "1.", "I", "First", or "One").				
		Articleof the Articles of Incorporation is amended to read:			
		The name of the corporation is ABSOLUTE SECURITY INTL CORP			
4.	Ap	proval Statements			
	4a.	The Board of Directors has approved the amendment of the Articles of Incorporation.			
	4b.	Shareholder approval was (check one):			
		By the required vote of shareholders in accordance with California Corporations Code section 902. The total number of outstanding shares of the corporation entitled to vote is2,000,000 The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.			
		OR			
		Not required because the corporation has no outstanding shares.			

Read, sign and date below (See instructions for signature requirements. Note: Both lines must be signed.)

We declare under penalty of perjury under the laws of the State of California that the matters set forth herein are true and correct of our own knowledge and we are authorized by California law to sign.

12/23/2021		LUCY LIN
Date	Signature (Do not leave blank)	Type or Print Name of President
12/23/2021		LUCY LIN
Date	Signature (Do not leave blank)	Type or Print Name of Secretary

SCHEDULE OF PRICES

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC000374)

PLEASE NOTE: The PW-2 forms to fill out and submit with your proposal may also be accessed electronically at: http://pw.lacounty.gov/brcd/servicecontracts/. Please complete, print, and sign your forms to be included with your proposal submission.

IMPORTANT: Each Group will be evaluated and awarded independently. Your proposal must clearly specify which Group(s) your firm is submitting proposals for.

- 1. The County intends to award five separate service Contracts to five separate Service Location Groups; however, proposers are <u>not</u> required to submit bids for <u>all</u> of the Service Location Groups solicited through this RFP. Proposers only need to submit bid Proposals for the specific Service Location Group(s) for which they intend to offer work. Each Service Location Group contains its own estimated hours as reflected on each Schedule of Prices (PW-2 Forms) for each respective Service Location Group. Proposers must indicate which Service Location Group(s) they are submitting bid prices for on this Form and submit completed bid prices for the specific Group as identified by the corresponding Schedule of Prices forms.
- In accordance with these specifications, the undersigned Proposer is herewith submitting the Proposal for the performance of the work described in the RFP and for the locations and estimated hours as detailed in Exhibit G.1 – G.5 for the Service Location Group(s) as follows:

SERVICE LOCATIONS GROUP	SCHEDULE OF PRICES	SUBMITTED PROPOSAL
GROUP A: Northeast Region	PW-2.1A to PW-2.5A	Yes □ No
GROUP B: East Region	PW-2.1B to PW-2.5B	Yes □ No
GROUP C: Southeast Region	PW-2.1C to PW-2.5C	⊠Yes □ No
GROUP D: Southwest Region	PW-2.1D to PW-2.5D	□ Yes 🗹 No
GROUP E: Northwest Region	PW-2.1E to PW-2.5E	⊻Yes □ No

PHONE (213)631-3110		
PROPOSER'S ADDRESS 5155 Irwindale Ave., Irwindale, CA91706		
Proposer's Address		

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP A: NORTHEAST REGION (BRC0000374)

Northeast Locations: Eaton Yard and Miscellaneous Patrols/Intermittent Service

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.1A (Northeast), for Term 1 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1A-2.4A, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Unarmed)	\$_32.88/hr.	7,116	\$_233,974.08
2.	Security Officer (Armed)	\$ <u>34.18</u> /hr.	1,500	\$_51,270.00
3.	Security Supervisor (Armed)	\$ <u>35.90</u> /hr.	_500_	\$_17,950.00
4.	Security Manager (Armed)	\$_38.45/hr.	_500_	\$_19,225.00
	TOTAL	PROPOSED A	NNUAL PRICE:	\$ 322,419.08

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP A: NORTHEAST REGION (BRC0000374)

Northeast Locations: Eaton Yard and Miscellaneous Patrols/Intermittent Service

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.2A (Northeast), for Term 2 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1A-2.4A, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Unarmed)	\$ <u>34.50</u> /hr.	7,116	\$_245,502.00
2.	Security Officer (Armed)	\$ <u>35.90</u> /hr.	1,500	\$_53,850.00
3.	Security Supervisor (Armed)	\$ <u>37.70</u> /hr.	_500_	\$_18,850.00
4.	Security Manager (Armed)	\$_40.38/hr.	_500_	\$_20,190.00
	TOTAL	. PROPOSED A	NNUAL PRICE:	\$ 338,392.00

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP A: NORTHEAST REGION (BRC0000374)

Northeast Locations: Eaton Yard and Miscellaneous Patrols/Intermittent Service

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.3A (Northeast), for Term 3 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1A-2.4A, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Unarmed)	\$ <u>35.98</u> /hr.	7,116	\$_256,033.68
2.	Security Officer (Armed)	\$ <u>37.40</u> /hr.	1,500	\$_56,100.00
3.	Security Supervisor (Armed)	\$ 39.28 /hr.	_500_	\$19,640.00
4.	Security Manager (Armed)	\$ <u>42.08</u> /hr.	_500_	\$21,040.00
	TOTAL	. PROPOSED A	NNUAL PRICE:	\$ 352,813.68

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP A: NORTHEAST REGION (BRC0000374)

Northeast Locations: Eaton Yard and Miscellaneous Patrols/Intermittent Service

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.4A (Northeast), for Term 4 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1A-2.4A, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Unarmed)	\$ <u>37.35</u> /hr.	7,116	\$265,782.60
2.	Security Officer (Armed)	\$ <u>38.80</u> /hr.	1,500	\$58,200.00
3.	Security Supervisor (Armed)	\$ <u>40.78</u> /hr.	_500_	\$20,390.00
4.	Security Manager (Armed)	\$_43.68_/hr.	_500_	\$21,840.00
	TOTAL	PROPOSED A	NNUAL PRICE:	\$ 366,212.60

SCHEDULE OF PRICES SUMMARY SHEET FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP A: NORTHEAST REGION (BRC0000374)

Northeast Locations: Eaton Yard and Miscellaneous Patrols/Intermittent Service

As shown on Exhibit G

The rates provided herein correspond with the totals from Schedule of Prices, Forms PW-2.1A through PW-2.4A. Should there exist any inconsistency between the amount shown here and the amount calculated based on the Proposer's submitted hourly rates, the true and correct amount based on hourly calculation of rates (hourly rate multiplied by estimated units) shall prevail.

TERM	DESCRIPTION	TOTAL PROPOSED PRICE
1 of 4	Initial Term (Form PW-2.1A)	\$_322,419.08
2 of 4	Option Term 1 (Form PW-2.2A)	\$_338,392.00
3 of 4	Option Term 2 (Form PW-2.3A)	\$352,813.68
4 of 4	Option Term 4 (Form PW-2.4A)	\$366,212.60
тот	AL OVERALL PROPOSED PRICE: (SUM OF ALL 4 TERMS ABOVE)	\$ 1,379,837.36
AVER	AGE ANNUAL PROPOSED PRICE: (SUM OF ALL TERMS DIVIDED BY FOUR)	\$_344,959.34

By submission of this Proposal, and signed Declaration form Proposer certifies under penalty of perjury that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.								
LEGAL NAME OF PROPOSER								
Absolute Security Intl Corp dba A	bsolute International Security							
PHONE	MOBILE	E-Mail Address						
(626) 858-7188	(213) 631-3110	llin@absolutesecurityintl.com						
BUSINESS LICENSE NO. STATE PRIVATE PATROL OPERATOR'S LICENSE NO. DATE								
City of Irwindale, BL No. 009443	PPO 16302	03/14/2023						

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? ✓ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? ✓Z Yes □ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? ✓ Yes □ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? ✓ Yes □ No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable)	Board Policy 5.065	Check the Certification below that is applicable to your company. Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of 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 in this document 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.
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	Certifies Compliance? ✓ Yes ☐ No Willing to provide GAIN/GROW participants access to employee mentoring program? ✓ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? Yes No If No, identify exemption: My business does not meet the definition of "contractor," as defined in the Program. My business is a small business as defined in the Program. My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? ✓ Yes ☐ No If No, identify exemption:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Security
7
Internations
e
Absolut
ಹ
db
₽
0
\circ
-
Ħ
Ī
Security
d)
Absolut
T FOR
b
\mathcal{L}
TRA
4
0
()
_
OSED
Ω.
0
ď
ď

SERVICE BY PROPOSER Security Guards Services

PROPOSAL DATE: 03/14/2023

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 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 circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2018	2019	2020	2021	2022	Current	Totals
1. Number of contracts.	139	118	63	103	108	86	629
2. Total dollar amount of Contracts (in thousands of dollars).	7,727	9,814	14,595	17,758	17,521	3,869	71,284
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	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	0	0	0	0	0	0

REQUEST FOR PREFERENCE CONSIDERATION

<u>INSTRUCTIONS</u>: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.

✓ PREFERENCE NOT REQUESTED	

<u>OR</u>

□ PF	□ PREFERENCE REQUESTED (SELECT ALL THAT APPLY)					
Prefe	erence Program	Reference				
	Request for Local Small Business Enterprise (LSBE) Program Preference	LACC 2.204				
	☐ Certification for Non-Federally Funded County Solicitations					
	☐ Certification for Federally Funded County Solicitations					
	Request for Social Enterprise (SE) Program Preference	LACC 2.205				
	☐ Certification for Non-Federally Funded County Solicitations					
	☐ Certification for Federally Funded County Solicitations					
	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	LACC 2.211				

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or \$150,000 in response to any county solicitation.

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Absolute Security Intl Corp dba Absolute International Security

PROPOSED CONTRACT FOR: County of Los Angeles Department of Public Works

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: Security Guard	SERVICE DATES: 07/01/2019	П	SERVICE: Security Guard SERVICE DATES: 01/05/20		
DEPT/ DISTRICTCounty of Los Angeles Fire Department			DEPT/DISTRICT: Los Angeles County Development Authority		
CONTACT: David Breen			CONTACT: Doug Cohen		
TELEPHONE: (218) 434-587	4		TELEPHONE: (213) 677-9437		
FAX: N/A			FAX: N/A		
E-MAIL: David.Breen@fire.lacounty.gov			E-MAIL: Doug.Cohen@lacd	la.org	

SERVICE: Security Guard SERVICE DATES: 07/01/2021				
DEPT/ DISTRICT: LA County Public Works	DEPT/DISTRICT: County of LA Internal Services Department			
CONTACT: David Price	CONTACT: Nazeli Albaryan			
TELEPHONE: (626) 448-6129	TELEPHONE: (323)267-3182			
FAX: N/A	FAX: N/A			
E-MAIL: DPrice@dpw.lacounty.gov	E-MAIL: nalbaryan@isd.lacounty.gov			

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Security Guard	SERVICE DATES: 06/01/2022		SERVICE: 5	Security Guard	SERVICE DATES: 10/01/2019
AGENCY/ FIRM: Los Angeles	Police Department		AGENCY/ F	IRM: County of R Public Socia	iverside Department of
ADDRESS: 201 N Los Angeles	St, Los Angeles, CA 90012		ADDRESS:	1400 W. Mintho CA 92530	orn Street, Lake Elsinore,
CONTACT: James Real			CONTACT:	Guillermo (Will) Hernandez
TELEPHONE: (213)-952-0598			TELEPHON	E: (949) 293 - 9842	2
FAX: N/A			FAX: N/A		
E-MAIL: 41905@lapd.online			E-MAIL: C	Thernan@RIVC	O.ORG

SERVICE: Security Guard	SERVICE DATES: 09/01/2018	П	SERVICE: Security Guard	SERVICE DATES: 04/01/2022		
AGENCY/ FIRM: City of Ranc	ho Cucamonga	П	AGENCY/ FIRM: Fulgent Gen	etics		
ADDRESS: 10500 Civic Cer CA 91730	nter Dr, Rancho Cucamonga	П	ADDRESS: 4399 Santa Anii	ta Ave, El Monte, CA 91731		
CONTACT: Neil Plummer			CONTACT: David Yu			
TELEPHONE: (909) 773-2633			TELEPHONE: (626) 434-3599 Ext.111			
FAX: N/A			FAX: N/A			
E-MAIL: Neil.Plummer@cityofrc.us			E-MAIL: dyu@fulgentgenet	ics.com		

	PROPOSER'S R	EFERENCE LIST			
PROPOSER NAME: A	bsolute Security Intl Corp di	oa Absolute International Sec	urity		
PROPOSED CONTRAC	T FOR: County of Los Ar	ngeles Department of Public	Works		
Provide a comprehensive reference years. Please verify all contact read/or fax numbers, or e-mail according to the contact read of the contact rea	nce list of all contracts for goods a names, telephone and fax numbe ddresses will be disregarded. Use	and/or services provided by the Property of th	oposer during the previous thre		
	S ANGELES AGENCIES the County during the previ	i ious three years must be lis	ted.		
	SERVICE DATES: 12/01/2022	SERVICE:	SERVICE DATES:		
DEPT/ DISTRICT: County of L Recreations	os Angeles Parks and	DEPT/DISTRICT:			
CONTACT: Nadia Balaz		CONTACT:			
TELEPHONE: (626)821-3204	4	TELEPHONE:			
FAX: N/A		FAX:			
E-MAIL: nadia.balaz@arbor	etum.org	E-MAIL:			
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:		
DEPT/ DISTRICT:		DEPT/DISTRICT:			
CONTACT:		CONTACT:			
TELEPHONE:		TELEPHONE:			
FAX:		FAX:			
E-MAIL:		E-MAIL:			
B. OTHER GOVER	NMENTAL AGENCIES A	ND PRIVATE COMPANIE	s		
SERVICE: Security Guard	SERVICE DATES: 05/27/2015	SERVICE: Security Guard	SERVICE DATES: 12/29/2022		
AGENCY/ FIRM: Skanska		AGENCY/ FIRM: Heavy Iron Contracting			
	Road, Riverside,CA 92509	ADDRESS: 981 W. Arrow H	Iwy, San Dimas, CA 91773		
CONTACT: James Goddard		CONTACT: John Bachmann			
TELEPHONE: (310) 913 -201	2	TELEPHONE: (951)830-9703			
FAX: N/A		FAX: N/A			
E-MAIL: james.goddard@sk	anska.com	E-MAIL: john@rentheavyire	on.com		
SERVICE: Security Guard	SERVICE DATES: 07/02/2021	SERVICE: Security Guard	SERVICE DATES: 04/01/2018		
AGENCY/ FIRM: City of Dian		AGENCY/ FIRM: Los Angeles	Department of Water and		
	ve, Diamond Bar, CA91765	ADDRESS:111 N Hope St, L	os Angeles, CA 90012		
CONTACT: Crystal Knox	,	CONTACT: Loryn Lam			

TELEPHONE: (909)839-7072

E-MAIL: cknox@diamondbarca.gov

FAX: N/A

AGENCY/FIRM: Los Angeles Department of Water and Power

ADDRESS:111 N Hope St, Los Angeles, CA 90012

CONTACT: Loryn Lam

TELEPHONE: (213) 367-2708

FAX: N/A

E-MAIL: Loryn.Lam@ladwp.com

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Propos	Absolute Security Intl Corp dba Absolute International Security Proposer's Name						
Addres	5155 Irwindale Ave, Irwindale, CA 91706						
Interne	Revenue Service Employer Identification Number						
Interna	Revenue Service Employer Identification Number						
that trea sex	ccordance with Los Angeles County Code, Section 4.32.010, the Proposer certicall persons employed by it, its affiliates, subsidiaries, or holding companies ted equally by the firm without regard to or because of race, religion, ancestry, nand in compliance with all antidiscrimination laws of the United States of America fornia.	are ar ational	nd will be origin, or				
1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	1	YES NO				
2.	The proposer periodically conducts a self-analysis or utilization analysis of VES						
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	Ø O	YES 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.	Ø O	YES NO				

-This Form Intentionally Left Blank-

PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: Absolute Security Intl Corp dba Absolute International Security

1. DEBARMENT HISTORY (Check one)	YES	ı
Proposer is currently debarred by a public entity		_
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	N
Proposer has contracts that have been terminated in the past three (3) years.	✓	
If yes, please list all contracts that have been terminated prior to expiration within the last to Service: Security Guard Name of Entity: City of Industry Address: 15625 Mayor Dave Way, Industry, CA 91744 Contact: Bing Hyun Telephone: (626)-333-2211 Email: bhyun@cityofindustry.org Termination Date: 10/07/2022 Name/Contract No: Security Services Reason for Termination: For city's preference and best interest		=
Service: Security Guard Address: 100 Civic Center Drive, Lake Forest, CA 92630 Contact: Brett Channing Email: bchanning@lakeforestca.gov Termination Date: 12/07/2022 Reason for Termination: Change in City's process for vendor service requests; was added to authorized vendor list.		 t
Service: Security Guard Address: 223 North Jackson St., Glendale, CA91206 Contact: Hagop Eulmessekian Email: heulmessekian@gusd.net Termination Date: 02/17/2023 Reason for Termination: For best interest of the client to unify its security vendor as a whom) for Unarme	ed ed
Service: Name of Entity:		_



CITY OF INDUSTRY

September 7, 2022

Lucy Lin, President Absolute Security International, Inc. 4255 Tyler Avenue El Monte, CA 91731

RE: Professional Services Agreement for security services at the Industry Hills Expo Center

To Ms. Lin:

Pursuant to Section 5 of the Civic-Recreational-Industrial Authority ("CRIA") Professional Services Agreement ("Agreement") dated February 12, 2020, this letter serves as the 30-day written notice terminating the Agreement, effective October 7, 2022 at 7:00 a.m.

On behalf of CRIA, thank you for your service. If you have any questions, please contact Bing Hyun, Assistant Executive Director at bhyun@cityofindustry.org or (626) 333-2211 ext. 108.

Sincerely

Joshua Nelson Executive Director

ohua Nelson

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CRIA disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice, therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

- (a) The CRIA may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the CRIA suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, the CRIA shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CRIA. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the CRIA pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

- (a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, incident reports, security logs, and other such information required by CRIA that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CRIA or its designees at reasonable times to review such books and records; shall give CRIA the right to examine and audit said books and records; shall permit CRIA to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- (b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the CRIA and may be used, reused, or otherwise disposed of by the CRIA without the permission of the Consultant. With respect to computer files, Consultant shall make available to the CRIA, at the Consultant's office, and upon reasonable written request by the CRIA, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to CRIA all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written

CITY OF LAKE FOREST



Mayor Robert Pequeño

Mayor Pro Tem Doug Cirbo

Council Members Neeki Moatazedi Mark Tettemer Scott Voigts

City Manager Debra DeBruhl Rose

Ms. Lucy Lin Absolute Security International Inc. 4255 Tyler Ave. El Monte, CA 92731

November 30, 2022

Dear Ms. Lucy Lin,

This letter is to inform you that as of December 7, 2022, the City of Lake Forest will be discontinuing the security guard service agreement with Absolute Security International Inc. ("ABI") Please consider the aformentioned date as the last day of the contract and this letter as official notification. This is done in compliance with the minimum notice period required.

We are terminating our contract due to a change in our process for service requests. If interested, we would like to retain ABI as an option to provide clients for security guard service needs. Our clients will now directly contract with ABI, or other vendors, for service.

Thank you for the services you have provided. If you have any questions, please feel free to contact me at the number listed below.

Sincerely.

Brett Channing

Deputy City Manager

Lake Forest, Remember the Past ~ Challenge the Future

City of Lake Forest

(949) 461-3419



GLENDALE UNIFIED SCHOOL DISTRICT



"Preparing our students for their future"
223 North Jackson St., Glendale, California 91206-4380
Telephone: 818-241-3111 Faxt 202 a Fax: 818-247-9915

Telephone: 818-241-3111, Ext. 292 • Fax: 818-247-9915 PROCUREMENT AND CONTRACT SERVICES

February 17, 2023

VIA FIRST CLASS MAIL &

E-MAIL: LLIN@ABSOLUTESECURITYINTL.COM

SSANTILLANO@ABSOLUTESECURITYINTL.COM

LPHAN@ABSOLUTESECURITYINTL.COM

BCOLINDRES@ABSOLUTESECURITYINTL.COM

Lucy Lin, President/QM Absolute International Security 4255 Tyler Avenue El Monte, CA 91731

Re: Notice to Stop Work/Notice of Intent to Terminate for Convenience

Contract for Unarmed Uniformed Security Guard Services per RFP No. 19-21/22

Dear Ms. Lin:

Pursuant to Section 13 of the General Contract between Absolute International Security and Glendale Unified School District, please accept this letter as notice that Glendale Unified hereby requests that Absolute International Security stop work at all sites effective March 10, 2023. Further, Glendale Unified hereby terminates the April 21, 2022 contract for Security Guard Services with Absolute International Security.

Glendale Unified requests that Absolute International Security submit for review all invoices for any remaining unpaid amount of monies owing for services Absolute International Security has performed up to the date of this Notice.

Please acknowledge receipt of this letter, and compliance with this request. Thank you for your service.

Sincerely,

Barbara Howard,

File

Director, Procurement & Contract Services

Barbara Howard

cc:

Hagop Eulmessekian,

Director, Student Support Services

In addition, due to the COVID-19 pandemic, all security guards must practice social distancing, wear personal protective equipment, and follow all District and County of Los Angeles Public Health mandates and health & safety protocols.

- TB and Fingerorint Clearance. Vendor will insure that all security guards assigned in conjunction
 with this contract have current TB and Fingerprint clearance. There is absolutely no exception to
 this requirement.
- 7. Records and Reports. Vendor and designated supervisory personnel shall be available at all times to report to and confer with District's designated representatives. Contractor shall submit to District such records and reports as may be requested or such other records and reports as District may require.
- 8. Independent Contractor. Vendor is engaged as an independent Contractor, and all persons employed to furnish the services shall be employees of the Vendor, not of District, and shall be subject to the direct control of the Vendor. Vendor shall be solely responsible for paying the salaries, taxes (including, but not limited to, federal social security and Medicare taxes, required unemployment taxes), workers' compensation insurance premiums, and all other expenses relating to its employees.
- 9. Vendor agrees to defend, indemnify and hold harmless the District, its Governing Board, employees and agents from any and all liability or loss arising in any way out of Vendor's performance of this agreement, including but not limited to any claim due to injury and/or damage sustained by Vendor, and/or Vendor's employees or agents.
- 10. It is understood that the employees of the Vendor are not covered by Workers' Compensation Insurance carried by the District and that Vendor must maintain this insurance in accordance with state requirements. For purposes of Worker's Compensation coverage, the District shall be named and treated as a special employer of those employees of the Vendor who are assigned to District facilities.
- 11. The Vendor shall maintain insurance satisfactory to the District and as set forth below during the contract period. Not less than fifteen (15) days before new or renewed coverage is required, the Vendor shall furnish Certificates of Insurance with a separate endorsement naming the District as an additional insured for each policy on liability coverage, and Certificate of Insurance for Workers' Compensation coverage. The Certificates shall provide that a 30-day prior notice of cancellation will be given the District. Public liability insurance shall be maintained to protect the Vendor and, as an additional insured, the District, its Governing Board, its officers, its agents, and its employees from any claims for damages for personal injury or death, and from damage to property which may arise from operations of the Vendor under this contract. Such insurance shall have a minimum combined single limit of two million dollars (\$2,000,000). Workers' Compensation Insurance shall be maintained as required by law and as will protect the Vendor from claims which may arise from his operations under the contract. The Vendor shall furnish 90 days advance notice to the District in the event of cancellation of or material change in the coverage as certified by the Vendor.

Security Personnel:

<u>Employees.</u> Vendor shall maintain insurance against the dishonest acts of contractor's employees. Vendor personnel assigned to District schools must be twenty-one (21) years of age or older, and no guard be assigned to work on any District campus or event who has been charged with or convicted of a crime or is on court-ordered or monitored probations.

CA Business License Number PPO: 16302

13. Termination of Contract for Convenience: Notwithstanding anything to the contrary stated in the Contract Documents, the District may terminate the Contract for convenience at any time upon thirty (30) calendar days' prior written notice to the Vendor. Upon receipt of any such notice of termination for convenience, the Vendor shall immediately, in accordance with the instructions from the District, proceed as follows:

Instructions for Completing Form PW-10

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIR	M/ORGANIZATION INFORMATION
	Using numerical digits, enter the total number of individuals employed by the
Total Number of Employees in California	firm in the state of California.
	Using numerical digits, enter the total number of individuals employed by the
Total Number of Employees (including owners)	firm regardless of location.
	Using numerical digits, enter the make-up of Owners/Partners/Associate
	Partners and percentage of how ownership of the firm is distributed into the
	Race/Ethnic Composition categories listed in the table. Final number must
Race/Ethnic Composition of Firm Table	total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

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 his/her judgment shall be final.

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE		REFERENCE	ENCE		
FIRM/ORGANIZATION	The informatio	n requested be	The information requested below is for statistical	stical	2 CE
	purposes only	. On final anal	purposes only. On final analysis and consideration of	deration of	MO M
	award, contrac	ctor/vendor will	award, contractor/vendor will be selected without regard	thout regard	DISAB
	to race/ethnici	ty, color, religio	to race/ethnicity, color, religion, sex, national origin, age,	Il origin, age,	LESBI
	sexual orienta	sexual orientation or disability.	γ.		TRAN
inC	Total Number of Employees in California:	408			S C C C
(ind	Total Number of Employees (including owners):	409			
ᄩ	. Enter the make	-up of Owners/Pa	Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:	artners into the	
	Owners/Partners/ Associate Partner	Owiners/Partners/ Associate Partners	Percentage of how ownership of the firm is distributed	w ownership of listributed	
	Male	Female	Male	Female	Los Ar and Bu
П			%	%	Depart
П			%	%	
П		1	%	93 %	
			%	%	
Ш			%	%	
			%	%	

CERTIFICATION AS MINORITY, If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or ISABLED VETERAN, AND Guestioning-owned business enterprise by a questioning-owned business enterprise by a public agency, complete the following. USINESS ENTERPRISE Adento Maine Ad												 	 	
NORITY, ED, D L, AND LGBTQQ)	INORITY, ED, D L, AND LGBTQQ)	REFERENCE	If your firm is currently certified as a minority,	women, disadvantaged, disabled veteran or	questioning-owned business enterprise by a	public agency, complete the following.		Check if not applicable	Disadvantaged Disabled					
		TITLE	DRITY,	WOMEN, DISADVANTAGED,		TRANSGENDER, QUEER, AND	QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE			Angeles County (Susiness Affairs	Department of Transportation			



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

Board of Supervisors

May 17, 2021

Hilda L. Solis First District Lucy Lin, President/QM ABSOLUTE INTERNATIONAL SECURITY INC

Holly J. Mitchell Second District 4255 TYLER AVENUE EL MONTE, CA 91731-1691

Sheila Kuehl Third District

Dear Lucy Lin,

Janice Hahn Fourth District

Kathryn Barger Fifth District

<u>Director</u> Rafael Carbajal

Chief of Staff Joel Ayala Congratulations! Your firm has been certified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program with the designated participation status identified above. Your certification expires on May 31, 2023.

You will be included in the Los Angeles County CBE listing. The County's CBE listing is utilized by County departments, public agencies, private-sector prime and subcontractors to meet subcontracting goals. To request the most current CBE listing, email CBESBE@dcba.lacounty.gov.

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for this certification. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

For questions about this certification or to learn more about resources available to small businesses you can visit us online at DCBA.lacounty.gov, email us at OSB@dcba.lacounty.gov, or call us at GSB@dcba.lacounty.gov, or call us at <a href

Sincerely,

Rafael Carbajal Director

Me

Christian Olmos

Program Chief, Office of Small Business

RC:CO



CBE I.D. 090577

MBE/WBE/DBE

Status:



LUCY J. LIN Absolute Security International, Inc. DBA Absolute International Security 4255 Tyler Ave El Monte, CA 91731 February 11, 2022

File #:39945

Subject: Disadvantaged Business Enterprise (DBE) Certification Approval

Dear Ms. LIN:

We are pleased to advise you that after careful review of your application and supporting documentation, the **California Department of Transportation (Caltrans)** has determined that your firm meets eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulations 49 CFR Part 26. This certification is also recognized by all USDOT agencies of California.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS Codes form the Application Package:

CA WCC 17290: MISC PERSONAL SERVICES

NAICS 561612: SECURITY GUARDS AND PATROL SERVICES

Your DBE certification applies only for the above code(s). You may review your firm's information in the California Unified Certification Program's (CUCP) DBE database which can be accessed at the CUCP website at https://californiaucp.dbesystem.com/. Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must submit an Annual Update Declaration form, along with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the Annual Update Declaration, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on California Department of Transportation (Caltrans) contracting opportunities, please visit our website Office of Civil Rights at https://dot.ca.gov/programs/procurement-and-contracts/contract-with-caltrans.

Congratulations, and thank you for your interest in the DBE Program. I wish you every business success and look forward to hearing from you if I may be of any assistance to you in this regard.

Sincerely,

Curtis Williams

Office Chief Certifications Branch

Date of Request:

TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposers requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document

Proposer Name:	Absolute Security Intl Corp dba Absolute International Sec	curity Date of Request: 03/14/2023		
Solicitation Title:	CURITY SERVICES FOR VARIOUS SWMD FIELD LO	CATIONS Solicitation No.: BRC0000374		
unfairly disadva	Requirements Review is being requested becannaged for the following reason(s): (check all that ion of Minimum Requirements			
	ion of Evaluation Criteria			
■ Applicat	ion of Business Requirements			
_	unclear instructions, the process may result in the ssible responses	ne County not receiving the		
For each area contested, Proposer must explain in detail the factual reasons for the requested review. (Attach supporting documentation)				
Request submi	tted by:			
(Name)	(Titl	e)		
	For County use only	/		
Date Transmitta	al Received by County: Date Soli	citation Released:		
Reviewed by:				

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Absolute Security Intl Corp dba Absolute International Security
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)
 Against ☑ Proposer; ☐ Principal; ☐ Both (check as appropriate) Name of Litigation/Judgment: CHRISTINA BERNAL, an individual; ROBERT LOUGH, an individual, VS ABSOLUTE SECURITY INTERNATIONAL, INC., a California Corporation; BRYAN COLINDRES, an individual; SAM Case Number: CVRI23000060 SANTILLANO, an individual; JOE LEAL, an individual; ROCK OF HOPE, a California Limited Liability Court of Jurisdiction: Riverside County Superior Court Company; AIR BNB, INC., a California Corporation; and Does 1-25, Inclusive, Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary): Plaintiffs, two (2) DPSS employees have brought suit against Proposer, its employees, a Landlord (Defendant ROCK OF HOPE) and even
AIR BNB, INC Plaintiffs attempt to allege negligence and claim they were beaten by several juvenile residents in their custody as a result of defendant's failure to protect. Proposer and its employees have filed a Demurrer which to date remains unopposed. Proposer is optimistic that it will dispose of this case via law and motion given the lack of any liability for the unforeseeable acts of third party.
B. ☑ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)
Against ☑ Proposer; ☐ Principal; ☐ Both (check as appropriate) Name of Litigation/Judgment: ALICIA AGUILAR VS ABSOLUTE SECURITY INTERNATIONAL, INC. Case Number: 22STCV17360 Court of Jurisdiction: Los Angeles County Superior Court Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary): Plaintiff's Third Amended Complaint contains 2 causes of action which stem from an alleged Failure to Provide Meal Periods. Proposer was successful in eliminating seven causes of action via demurrer include FEHA claims. Proposer anticipates disposing of this matter via
law and motion shortly.

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Absolute Security Intl Corp dba Absolute International Security
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)
 Against ☑ Proposer; ☐ Principal; ☐ Both (check as appropriate) Name of Litigation/Judgment: EDWARD CRANE VS ABSOLUTE SECURITY INTERNATIONAL, INC. Case Number: 23TCV00264 Court of Jurisdiction: Los Angeles County Superior Court Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary): Plaintiff attempts to allege time wage claims. Proposer anticipates that this matter will be dismissed via law and motion based on res judicata grounds.
B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)
 Against □ Proposer; □ Principal; □ Both (check as appropriate) Name of Litigation/Judgment:

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

SECURITY SER ICES FOR ARIOUS PUBLIC WOR S
STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Absolute Security Intl Corp dba Absolute International Security Proposer s Name 5155 Irwindale Ave, Irwindale, CA 91706 Address \square 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 brea in coverage. П If you chec this box, your proposal will be determined nonresponsive and your proposal will be disqualified. 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 brea in coverage.

AFFIRMATION OF COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: Information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirements of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

Subcontracting is not allowed for the purposes of meeting any of the minimum mandatory requirements, including a Subcontractor in your submitted proposal will render your proposal nonresponsive and disqualify your proposal from further consideration. At the time of proposal submission, Proposer must meet all of the following minimum requirements:

- Proposer must possess a valid and active California-issued private patrol operator license at the time of proposal submission.
 - Yes. Proposer does have the required valid and active license as specified above. Please complete the chart below:

Proposer's Name	Active Dates (Month/Yr.)	License Number	Page No. (Provide page of your proposal detailing this info.)
Absolute Security Intl Corp dba Absolute International Security	Valid till 01/31/2025	PPO 16302	Page 133

- No. Proposer does not have the required valid and active license as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
- Proposer must have a minimum of 5 years of experience providing security services for private and/or public institutions.
 - Yes. Proposer does have the required years of experience providing the type of security services solicited as specified above. *Please complete the chart below:*

Proposer's Name	Experience Dates (Mo./Yr. to Mo./Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Absolute Security Intl Corp dba Absolute	From: 09/26/2008	Absolute Security Intl Corp dba Absolute International Security was established on September 26, 2008 as a C-Corporation and	Page 9
International Security	To: Present	has been in business for over 14 years. And our operations team has over 70 years of combined Law Enforcement, Corporate Security, and Airport Police/Security experience.	

No.	Prop	oser does	not	have the	required	years of e	xperie	ence	provid	ding the	type o	f security
servi	ices	solicited	as	specified	above.	Checking	this	box	will	render	your	proposal
nonr	espo	nsive and	will	disqualify	of your p	roposal fro	om fur	ther	consi	deration.		

Page 1 of 2 199

Г	below:	The type of security of	perations as specified above. Please con	
	Employee's Name	Experience Dates (Mo./Yr. to Mo./Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
	Bryan Colindres, Executive of Operations	From: 10/2006 To: Present	Mr. Colindres has over 7 consecutive years of experience overseeing large municipal and government security contracts. His extensive military and law enforcement background allows for stellar on-site and orientation training to implement security	Page 15 & 22
	supervising	the type of security proposal nonrespon	loyee(s) does not have the required year operations as specified above. Checkin asive and will disqualify of your propos	ng this box will
in Se	Part I, Section 2.	A.15, Bid Guarantee roup the Proposer is	of 10 percent of the proposed annual price. A separate Bid Guarantee must be substanting a proposal for. Subcontrac	mitted for each
V	less than 10		red Bid Guarantee(s) as specified above in sed annual price. <i>Page number of your ed:</i>	
		ender your proposal i	required Bid Guarantee(s) as specified at nonresponsive and will disqualify of your p	_
			ovide a faithful performance bond in an a mount, as specified in Part II, Sample Agr	
V			oser agrees to provide faithful performance ent of the annual contract amount.	e bond annually
	no less than	50 percent of the an	provide faithful performance bond annual unual contract amount. Checking this box isqualify of your proposal from further cons	will render your
/ th	at the information s g, incomplete, or d	stated above is true an	tion Form submitted with their Proposal, u d accurate. Proposer further acknowledges we statements in connection with this propos	that if any false,

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Absolute Security Intl Corp dba Absolute International Security
Proposer's Name 5155 Irwindale Ave, Irwindale, CA 91706
Address
Proposer will provide a performance bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will procure maintain, and provide the County the performance bond and payment bond, substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon.
Proposer will not provide a performance bond and payment bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will not procure, maintain, and provide the County the performance bond substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual amount each, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon. Checking this box will render your proposal as nonresponsive and will immediately disqualify your firm from further consideration.



Form LW-9: Wage and Hour Record Keeping for Living Wage Contracts

Please refer to Section 12: Record Keeping on page 127-137 for detailed LW-9 and samples.



14. LIVING WAGE ORDINANCE – APPLICATION FOR EXEMPTION

N/A



15. BID GUARANTEE

Please see the following page for bid bond documents for each Location Group.



Surety Group 801 S Figueroa Street, Suite 700 Los Angeles, CA 90017 USA Tel: 310-649-0990

Bond Number: N/A

BID BOND

		(hereinafter
called Principal), as Principal, and U.S. S	Specialty In surance Comp any	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	a corporation organized and existing under the law	ws of Texas
hereinafter called Surety) as Surety, are	e held and firmly bound unto County of Los Angeles	
(hereinafter o	called Obligee) as Obligee, in the penal sum of <u>Ter</u> percent (10%) of am	
Ten Percent (10%) of Bid Amount		
and assigns, jointly and severally, firmly	Surety bind themselves, their heirs, executors, ad by these presents.	
	ontract for Location Group A: Northeast Region	itted or is about to submi
may be specified, enter into the contrac	ct be awarded to the Principal and the Principal set in writing, then this obligation shall be void. If the obligee the damages which the obligee may suffer of the bond.	e Principal shall fail to de
Since developed this are		
Signed and sealed this <u>6th</u> day of	March 2023 -	
oigned and sealed this <u>6th</u> day of	Principal: Absolute Security Intl Corp	
oigned and sealed this <u>6th</u> day of		_
oigned and sealed this <u>6th</u> day of	Principal: Absolute Security Intl Corp By:	
oigned and sealed this <u>6th</u> day of	Principal: Absolute Security Intl Corp By: Surety: U.S. Specialty Insurance Company	
oigned and sealed this <u>6th</u> day of	Principal: Absolute Security Intl Corp By:	Attorney-In-Fac
oigned and sealed this <u>6th</u> day of	Principal: Absolute Security Intl Corp By: Surety: U.S. Specialty Insurance Company By:	Attorney-In-Fac
oigned and sealed this 6th day of	Principal: Absolute Security Intl Corp By: Surety: U.S. Specialty Insurance Company By:	Attorney-In-Fac
	Principal: Absolute Security Intl Corp By: Surety: U.S. Specialty Insurance Company By:	Attorney-In-Fac
Any claims under this bond may be add	By: Surety: U.S. Specialty Insurance Company By: Daniel Peck	Attorney-In-Fac
Any claims under this bond may be add	By: Surety: U.S. Specialty Insurance Company By: Daniel Peck	Attorney-In-Fac
	By: Surety: U.S. Specialty Insurance Company By: Daniel Peck	Attorney-In-Fac
Any claims under this bond may be add U.S. Specialty Insurance Company 801 South Figueroa Street, Suite 700	By: Surety: U.S. Specialty Insurance Company By: Daniel Peck	Attorney-In-Fac



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Daniel Peck, Natalie Guillozet, Darren Johnson of Fresno, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances. undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, ****** Ten Million and 00/100 ****** providing the bond penalty does not exceed_ (**\$10,000,000.00 **). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies: Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary, Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. IN WITNESS WHEREOF. The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018. AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY State of California County of Los Angeles By: Daniel P. Aguilar, Vice President A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aquilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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. SONA O. CARREIO Cong Public - Castorna Los Angeles County Commission & 2239-679 Sents, Expires Apr 21, 7022 Signature -(seal) I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect. In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of March 2023 Corporate Seals Bond No. Agency No. 13008 - PDF POA Klo Lo. Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907



16. ADDITIONAL INFORMATION

- 1. Insurance Certificate of Liability (Information Only)
- 2. Letter of Excess Liability



Insurance Policy

AIS maintains a comprehensive, specific insurance program for its various public and private security contracts. This coverage includes Commercial General Liability, Commercial Auto, Workers Compensation, Employer Liability and Terrorism Protection Plan.

Commercial General Liability:

- \$1,000,000 for bodily injury and property damage on an "occurrence" basis
- \$3,000,000 for general aggregate
- Includes Completed Operations, Professional Liability (i.e., errors & omissions), theft extension, and lost key coverage
- Personal and advertising injury of any one person or organization
- Includes consequential bodily injury arising out of false arrest, malicious prosecution, slander and libel, and violation of right of privacy
- Product/Completed Agg
- Fire Damage
- Medical Expense

Umbrella Liability:

- Each accident limit: \$5,000,000 and up
- Aggregate: \$5,000,000 and up
- Disease Policy Limit: \$1,000,000 and up
- Disease Each Employee: \$1,000,000 and up

Terrorism

- Foreign Terrorism Protection Plan
- Workers Compensation
- General Liability/Errors & Omissions

Crime

Employee Dishonesty

Workers' Compensation and Employer's Liability:

Each Accident Limit: \$1,000,000

Disease Policy Limit: \$1,000,00

Each Occurrence: \$1,000,000



Endorsements

- Error and Omissions
- Assault and Battery
- Lost Keys

Commercial Auto Liability:

- Liability: \$1,000,000
 - Comprehensive
 - Collision
- Hired Auto: \$1,000,000
 - Comprehensive
 - Collision
- Non-Owned Auto: \$1,000,000

Excess Insurance:

For clients that require an extra level of insurance due to high risk, we can procure a per project "excess" policy that is in addition to the coverage of an underlying policy category (i.e., general liability, auto, crime). AIS will also provide updates on our insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of the Contract. We will provide a thirty (30) day written notice prior to the cancellation or changes of any insurance policy.

Please refer to our certificate of insurance uploaded under Proof of Insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If	MPORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject to his certificate does not confer rights to	the t	erms	and conditions of the po	licy, cer	rtain policies					
PRODUCER				CONTACT Sharon Jones							
James G. Parker Insurance					PHONE (A/G, No, Ext): (A/G, No Ext):						
					E-MAIL ADDRESS: Sjo						
PO	Box 3947				INSURER(S) AFFORDING COVERAGE NAIC #						
Fre	sno			CA 93650	INSURER A : The state of the st					2	
INSU	RED				INSURER B :						
	Absolute Security International				INSURER C :					ı	
	5155 Irwindale Ave				INSURER D :						
	Irwindale			CA 91706	INSURER E :						
-		TIEIC	ATE I	NUMBER:	INSURE	R F :		REVISION NUM	ADED:		
T IN C E	HIS IS TO CERTIFY THAT THE POLICIES OF IDICATED. NOTWITHSTANDING ANY REQU ERTIFICATE MAY BE ISSUED OR MAY PERT XCLUSIONS AND CONDITIONS OF SUCH PO	INSUR REMEI AIN, TH OLICIES	ANCE NT, TE HE INS S. LIMI	LISTED BELOWHAVE BEEN RM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRA E POLICI	CT OR OTHER	RED NAMED AR DOCUMENT V HEREIN IS S AIMS.	BOVE FOR THE F	OLICY PER	HIS	
INSR LTR	TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURREN		·	0,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENT PREMISES (Ea occ		s 100,	
Α	Professional Liability Included							MED EXP (Any one	person)	\$ 10,0	
				52		01/27/2023	01/27/2024	PERSONAL & ADV INJURT		0,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$ 3,00	0,000
	POLICY PRO-							PRODUCTS - COM	IP/OP AGG	\$	0,000
	OTHER:	\vdash	\vdash					COMBINED SINGL	FLIMIT	\$ 1.00	0.000
	AUTOMOBILE LIABILITY							(Ea accident)		-	0,000
В	ANYAUTO SCHEDULED					05/04/0000	05/31/2023	BODILY INJURY (P	-	\$	
В	AUTOS ONLY AUTOS			51		05/31/2022		PROPERTY DAMA		\$	
	HIRED AUTOS ONLY AUTOS ONLY	H						(Per accident)	GE	\$	
		Ш	\Box						\$		
	UMBRELLA LIAB OCCUR							EACH OCCURREN	ICE	÷.	0,000
Α	EXCESS LIAB CLAIMS-MADE		5 0	01/27/2023	01/27/2024	AGGREGATE		\$ 5,00	0,000		
	DED RETENTION \$ 10,000	Ш	\Box							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						01/27/2024	X PER STATUTE	OTH- ER		
С	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		A	01/27/2023	01/27/2023		E.L. EACH ACCIDE	INT	φ .	0,000
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA	EMPLOYEE	\$	0,000	
	DESCRIPTION OF OPERATIONS below	Ш					E.L. DISEASE - PO		\$ 1,00	0,000	
D	D Employment Practices Liability/Including Third Party/Sexual Misonduct					04/01/2022	04/01/2023	Aggregate \$1,000,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)											
CE	RTIFICATE HOLDER				CANC	ELLATION					
For Information Purposes Only c/o Absolute Security International Inc 5155 Irwindale Ave				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE							
Irwindale CA 91706						Janes Donher					

February 10, 2023

Lucy Lin Absolute International Security 5155 Irwindale Avenue Irwindale CA 91706

Re: \$10,000,000 excess liability

Dear Lucy:

As discussed, for any upcoming contracts, we have the ability to bind coverage on an additional \$5,000,000 of excess giving you \$10,000,000 of coverage. Your written instruction is all that is required.

For questions on this or any other issue, please call me at 310-409-8222.

Thank you.

Catherine Bander Vice President James G Parker

Agreement



BY AND BETWEEN

LOS ANGELES COUNTY

PUBLIC WORKS

AND

PATROL SOLUTIONS, LLC

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS GROUP B, EAST REGION (BRC0000374) 79509

TABLE OF CONTENTS

AGREEMENT FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS GROUP B, EAST REGION (BRC0000374)

			PAGE
AGREEMENT			1-5
EXHIBIT A Scor	pe of V	Vork	A.1 - 2
EXHIBIT A.1 Sch	edule	of Prices	1-5
EXHIBIT A.2 Stat	ffing P	lan and Cost Methodology	1-4
	_	ontract General Requirements	
Section 1		pretation of Contract	
	A.	Ambiguities or Discrepancies	B.1
	B.	Definitions	
	C.	Headings	B.3
Section 2	Stan	dard Terms and Conditions Pertaining to Contract Administration	
	Α.	Amendments	B.4
	B.	Assignment and Delegation	
	C.	Authorization Warranty	
	D.	Budget Reduction	
	E.	Complaints	
	F.	Compliance with Applicable Laws	
	G.	Compliance with Civil Rights Laws	
	H.	Confidentiality	
	I.	Conflict of Interest	
	J.	Consideration of Hiring County Employees Targeted for Layoffs o	
		are on a County Re-employment List	
	K.	Consideration of Hiring GAIN and GROW Participants	
	L.	Contractor's Acknowledgment of County's Commitment to Child	
		Support Enforcement	B 9
	M.	Contractor's Charitable Activities Compliance	
	N.	Contractor's Warranty of Adherence to County's Child Support	2.0
		Compliance Program	B 10
	Ο.	County's Quality Assurance Plan	
	Ρ.	Damage to County Facilities, Buildings, or Grounds	
	Q.	Employment Eligibility Verification	
	R.	Counterparts and Electronic Signatures and Representations	
	S.	Fair Labor Standards	
	T.	Force Majeure	
	U.	Governing Laws, Jurisdiction, and Venue	
	V.	Most Favored Public Entity	
	W.	Nondiscrimination and Affirmative Action	
	Χ.	Nonexclusivity	

	Υ.	No Payment for Services Provided Following Expiration/Suspension	
		Termination of Contract	B.14
	Z.	Notice of Delays	B.14
	AA.	Notice of Disputes	B.14
	BB.	Notice to Employees Regarding the Federal Earned Income Credit.	B.15
	CC.	Notices	
	DD.	Publicity	
	EE.	Public Records Act	
	FF.	Record Retention and Inspection/Audit Settlement	
	GG.	Recycled-Content Paper Products	
	HH.	Contractor's Employee Criminal Background Investigation	
	II.	Subcontracting	
	JJ.	Validity	
	KK.	·	
		Waiver	
	LL.	Warranty Against Contingent Fees	
	MM.	Time Off for Voting	
	NN.	Local Small Business Enterprise Utilization	
	00.	Compliance with County's Zero Tolerance Human Trafficking	
	PP.	Method of Payment and Required Information	
	QQ.	Compliance with Fair Chance Employment Hiring Practices	
	RR.	Compliance with the County Policy of Equity	
	SS.	Contractor Independence	B.23
Section 3	Term	ninations/Suspensions	
	A.	Termination/Suspension for Breach of Warranty to Maintain	
		Compliance with County's Child Support Compliance Program	B.24
	B.	Termination/Suspension for Convenience	B.24
	C.	Termination/Suspension for Default	B.25
	D.	Termination/Suspension for Improper Consideration	
	E.	Termination/Suspension for Insolvency	
	F.	Termination/Suspension for Nonadherence to County Lobbyists	
		Ordinance	B.27
	G.	Termination/Suspension for Nonappropriation of Funds	
Section 4		eral Conditions of Contract Work	
	Α.	Authority of Public Works and Inspection	B 28
	В.	Cooperation	
	C.	Cooperation and Collateral Work	B 28
	D.	Equipment, Labor, Supervision, and Materials	
	E.	Gratuitous Work	
	F.	Jobsite Safety	
	G.		
	Н.	Labor Law Compliance	
	I.	Overtime	
	J.	Permits/Licenses	
	K.	Prohibition Against Use of Child Labor	
	L.	Public Convenience	
	М.	Public Safety	
	N.	Quality of Work	B.30

	Ο.	Quantities of Work	. B.30
	Р.	Safety Requirements	. B.30
	Q.	Storage of Materials and Equipment	B.31
	R.	Transportation	
	S.	Work Area Controls	B.31
	T.	CARD	B.31
Section 5	Inde	mnification and Insurance Requirements	
	A.	Independent Contractor Status	B.32
	B.	Indemnification	
	C.	Workplace Safety Indemnification	B.32
	D.	General Insurance Requirements	. B.33
	E.	Compensation for County Costs	. B.37
	F.	Insurance Coverage Requirements	. B.37
Section 6	Conf	tractor Responsibility and Debarment	
	A.	Responsible Contractor	. B.38
	B.	Chapter 2.202 of the County Code	B.38
	C.	Nonresponsible Contractor	
	D.	Contractor Hearing Board	B.38
	E.	Subcontractors of Contractor	. B.39
	F.	Prohibition of Contract with Suspended, Debarred, Ineligible or	
		Excluded Contractor by Federal or State Government	B.40
Section 7	Com	npliance with County's Jury Service Program	
	A.	Jury Service Program	B.41
	B.	Written Employee Jury Service Policy	
Section 8	Safe	ely Surrendered Baby Law Program	
	A.	Contractor's Acknowledgment of County's Commitment to the Safely	/
		Surrendered Baby Law	
	B.	Notice to Employees Regarding the Safely Surrendered Baby Law	B.43
Section 9	Com	npliance with County's Living Wage Program	
	A.	Living Wage Program	B.44
	B.	Payment of Living Wage Rates	. B.44
	C.	Contractor's Submittal of Certified Monitoring Reports	B.45
	D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll	
		Violations and Claims	
	E.	County Auditing of Contractor Records	.B.46
	F.	Notifications to Employees	. B.46
	G.	Enforcement and Remedies	B.46
	Н.	Use of Full-Time Employees	B.48
	I.	Contractor Retaliation Prohibited	. B.48
	J.	Contractor Standards	. B.49
	K.	Neutrality in Labor Relations	B.49
Section 10	Soci	al Enterprise Preference Program	
Section 11		ll Small Business Enterprise (SBE) Preference Program	
Section 12		bled Veteran Business Enterprise Preference Program	
Section 13	Com	npliance with County's Defaulted Property Tax Reduction Program	B.53
Section 14		pliance with Employee Retention Policy	

EXHIBIT C	Internal Revenue Service Notice 1015
EXHIBIT D	Safely Surrendered Baby Law Posters
EXHIBIT E	Defaulted Property Tax Reduction Program
EXHIBIT F	Performance Requirements Summary
EXHIBIT G	Security Services Group Locations and Schedules
EXHIBIT H	Contract Discrepancy Report
EXHIBIT I	Notice of Proposed Payment Adjustment
EXHIBIT J	Equipment Inventory, Damage and Loss Liability
EXHIBIT K	Statement of Loss of County Equipment
EXHIBIT L	Bond for Faithful Performance

AGREEMENT FOR

SECURITY SERVICES FOR PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS – GROUP B, EAST REGION

THIS AGREEMENT, made and entered into this <u>6th</u> day of <u>March</u>, 2024, 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 PATROL SOLUTIONS, LLC, a California Limited Liability Corporation, located at 13314 Mapledale Street, Norwalk, California (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 14, 2023, hereby agrees to provide services as described in this Contract for Security Services for Public Works Stormwater Maintenance Field Locations – Group B, East Region.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices (Forms PW-2.1b through PW-2.5b); Exhibit A.2, Staffing Plan and Cost Methodology; 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, Performance Requirements Summary, Exhibit G, Security Service Group Locations and Schedules; Exhibit H, Notice of Proposed Payment Adjustment; Exhibit I, Contract Discrepancy Report; Exhibit J, Equipment Inventory, Damage, and Loss Liability; Exhibit K, Statement of Loss County Security Equipment; Exhibit L, Bond for Faithful Performance; 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 Forms PW-2.1b through PW-2.5b. The sum for the initial annual term is \$713,077; the sum for the first optional annual term is \$735,615; the sum for the second optional annual term is \$759,060; the sum for the third and final optional annual term is \$783,459; and a month-to-month extension up to 6 months at the PW-2.4b rates for \$391,730, for a total not to exceed maximum potential contract sum of \$3,382,941 for the entire contract period if all optional terms are exercised or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms.

<u>FOURTH</u>: Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term will be for a period of one year commencing upon Board approval. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option will 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. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for CONTRACTOR performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. 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 will 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.

<u>SIXTH</u>: The CONTRACTOR will bill monthly in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates quoted in Schedule of Prices Forms PW-2.1b through 2.5b.

<u>SEVENTH</u>: 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 must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

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

<u>EIGHTH</u>: In no event will 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.

NINTH: 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.

<u>TENTH</u>: The CONTRACTOR must 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 must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>ELEVENTH</u>: No cost-of-living adjustment will be granted for the optional renewal periods.

<u>TWELFTH</u>: 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 L, inclusive, the COUNTY'S provisions shall control and be binding.

<u>THIRTEENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: : A faithful performance bond, substantially in the form attached as the Exhibit L, is required in a sum not less than 50 percent of the total annual Contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the total annual Contract amount may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR must pay all surety premiums, costs, and incidentals required to maintain the surety during the entire contract term, including renewals.

<u>FIFTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

// // //

// // // //

// // // //

//

// // //

// // // IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairwoman 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.



ATTEST:

JEFF LEVINSON
Interim Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By Agometer Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

By Deputy

Margaret Ambrose
Type/Print Name

COUNTY OF LOS ANGELES

Chair, Board of Supervisors

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

21 March 6, 2024

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

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

> JEFF LEVINSON Interim Executive Officer Clerk of the Board of Supervisors

Deputy

PATROL SOLUTIONS, LLC

Its President

Type/Print Name

By _____ Its Secretary

Type/Print Name

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Sacramento)
On December 19, 2023 before me,	Melvin Mario, Notary Public (insert name and title of the officer)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are vieldged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under to paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal. Signature	MELVIN MARIO COMM. # 2380780 HOTALF PLANCE SACRAMENTO COUNTY Comm. Exp. JULY 8, 2025 (Seal)

SCOPE OF WORK

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP B, EAST REGION

A. Public Works Contract Manager

Public Works' Contract Manager (CM) for this service will be Ms. Shabnam Hageali of Stormwater Maintenance Division who may be contacted at (626) 300-2306, or snoroozi@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The CM may, at their sole discretion, designate additional Public Works Representatives (PWR) for their respective facilities/locations delegating them the authority to also request work under this Contract. The CM and/or PWRs are the only persons authorized by Public Works to request work from the Contractor. Public Works may change the CMs and/or PWRs at any time. The Contractor will be notified in writing in the event of a change in the CM and/or PWRs.

B. Work Locations

Full details of work locations, hours, and scheduled days of service are as indicated in Exhibit G, Security Services Group Locations and Schedules. Group B locations are as follows:

- 1. Rio Hondo Spreading Grounds 353 S. Van Norman Road Montebello, CA 90640
- 2. San Gabriel Spreading Grounds 9618 E. Whittier Boulevard Pico Rivera, CA 90660
- 3. San Gabriel / Rio Hondo Et. Al. Basin Patrols Specific patrol routes along the site location will vary and will be subject to the discretion of the CM/PWR.

The various Flood Control District Facilities are included in this Contract. Work locations and the number of hours may be modified during the Contract period at the discretion of the CM and/or PWR. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works facilities, County facilities, or job sites. Any such addition or reduction in work will be provided to the County upon request from the CM at an increase or decrease in cost in accordance with the rates quoted in Forms PW-2.1b – PW-2.5b, Schedule of Prices, for the appropriate Contract term.

C. Requests of Work from the Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's decision to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included at the rates quoted by the Contractor in the applicable Schedule of Prices Form (Exhibit A.1), for Group A, unless stated otherwise in the Contract. Contractor shall adhere to any changes made by the CM and/or PWR to service schedules and/or service type, as security service needs may vary, as noted in Exhibit G, Security Services Group Locations and Schedules. For example, the CM may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. Contractor shall bill at the hourly rates shown on the appropriate Schedule of Prices (Forms PW-2.1b - 2.4b), for the given term and level of security services requested by the CM.

The Contractor shall be paid for the total number of hours worked in the previous month for acceptable performance. If performance of a service is unacceptable, the County will not pay the full percentage or may deduct the number of unacceptable service hours, at the sole discretion of the County.

E. Work Description

1. Basic Function

- a. Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned locations; safeguard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.
- b. Contractor shall provide a security vehicle for the performance of patrols as required by the Contract when requested and authorized by Public Works. Vehicle travel costs incurred in the performance of required patrols shall be reimbursed at the County's current employee permittee mileage rate upon approval from the CM and/or PWR, which will be provided to the Contractor upon request. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff personnel.

Performance Standards

- a. Security officers shall not eat, read, or use laptop computers, or any handheld personal audio or video electronics, or similar devices at any time while at their assigned posts.
- b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.

- c. Security officers shall be in appropriate uniform attire as outlined in this Exhibit A, Scope of Work, Section J.1, Contractor-Furnished Items. Security officer uniforms shall include black shoes and badges at all times. Uniform hats are not required.
- d. Security officers shall not remove or borrow County materials or equipment, or items owned by employees of the County. This includes heaters, fans, radios, food in employee break room refrigerators, etc.
- e. Security officers shall not leave their assigned post until properly relieved.
- f. Security officers shall not use any County telephones for personal use. Any communication not related to the contracted services is prohibited. Only calls related to the contracted services, such as making or receiving calls to or from their supervisors or County representatives is permitted.
- g. Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees during the security officer's working hours is discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable manner.
- Security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the CM and/or PWR.

3. Knowledge and Skills

- a. Security officers shall be able to write and speak English, prepare clear and concise reports, and remember facts and details concerning specific situations.
- b. Security officers shall have a good knowledge of self-defense and public restraint procedures.
- c. Security officers shall be able to communicate effectively with individuals and the general public.
- d. Security officers shall have good knowledge of their assigned post orders, including recognizing areas requiring enhanced vigilance or more frequent patrolling/surveillance.
- e. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

4. Attendance

- a. Security officers shall be punctual and have regular attendance.
- b. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall notify the on-site CM and/or PWR for the specific facility prior to the scheduled starting time.
- c. In addition, Contractor shall provide a substitute within an hour of the scheduled time.
- d. Security officer(s) shall not relieve the duties of their post for any amount of time before the end of their scheduled shift, without prior notification to, and permission from the CM and/or PWR.

Patrols

- a. Security officers shall conduct vehicular patrols on routes as defined by the CM and/or PWR. Routes or points of emphasis along the designated routes may vary at the discretion of the CM and/or PWR. All patrols, vehicular or on foot shall be varied in time, route, path and frequency so as to avoid the development of predictable routine or pattern.
- b. Security officers on patrol shall log daily tour reports complete with vehicle information, patrol start and end time, notes of any suspicious activity, and mileage incurred during the patrol. The County reserves the right to request odometer readings for any potential discrepancy in mileage reimbursement claims.
- c. All duty officers on patrol shall have a functioning mobile phone and shall maintain it charged and operational and on their person at all times with the number provided to the CM/PWR should they need to make any emergency calls. Additionally, each duty guard shall be equipped with a two-way radio on their person at all times in the event that cell service is out of range or inoperable for any reason. Any instance of the security officer's non-responsiveness during his/her scheduled patrol may constitute contractor nonperformance and incur penalties in accordance with this Exhibit A, Scope of Work, Section V, Liquidated Damages or Exhibit F, Performance Requirements Summary, at the discretion of the CM and/or PWR.

6. Reports and Logs

a. Security officers shall maintain daily security log sheets which shall be archived and made available each day to the CM and/or PWR, upon request, conduct vehicular patrols on routes as defined by the CM and/or PWR. Logs may be requested to be submitted via email

- daily or weekly at the discretion of the CM or PWR for any given location.
- b. Security daily log sheets shall include, but are not limited to, name of officer on-duty, times for the beginning and the end of the daily shift, times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.
- c. Security officers shall log the description and plate number of vehicles that may be considered suspicious regardless if they do or do not have any apparent destination within the facilities; all off-hours activity shall be logged.
- d. Security officers shall report immediately (to the facility's on-site Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Contract Manager, within 2 hours after the start of the next County workday, a detailed, narrative report of any incidents concerning the events outlined above.

7. Supervisor's Inspection

- a. Contractor shall provide sufficient supervisory staff on each shift to ensure that each post assignment is inspected at least once each shift. Furthermore, the Contractor or its designated representative shall meet, at a minimum, on a monthly basis with the facility's on-site Contract Manager.
- b. The Contractor's supervisor shall attempt to resolve all routine questions concerning the post assignments. Where unresolved questions arise, the supervisor shall contact the CM and/or PWR for direction. In the event of an emergency, the supervisor shall be notified immediately by the security officer on-duty.

8. Inquiries and Complaints

a. The Contractor shall maintain and operate an active telephone line at an office within the County of Los Angeles and operated by a responsible person(s) who will take the necessary action regarding all inquiries and/or complaints that may arise from security officers, the public, or County personnel. This person(s) shall be available during patrol service hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage. b. The Contractor's office staff shall maintain an updated written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. This recorded log of complaints shall be made available for review and inspection by the CM and/or PWR upon request.

F. Responsibilities of the Contractor

- 1. Contractor shall not use any Subcontractor(s) in the performance of this Contract.
- 2. Contractor shall possess and maintain a valid and active California-issued private patrol operator license throughout the duration of the Contract.
- Contractor shall have a minimum of 5 years of experience providing security services to private or public institutions performing the type of services detailed in this Exhibit A, Scope of Work.
- 4. Contractor's supervising employee shall have a minimum of 3 years of experience supervising security operations similar to those detailed in this Exhibit A, Scope of Work.
- 5. Contractor shall provide an annual performance bond in the amount not less than 50 percent of the total annual Contract term amount for all Contract terms including optional years, if exercised.
- 6. Contractor shall adhere to any requests for changes in service schedules and service type, as the needs of the County may vary. Contractor shall provide security officer(s) at the level and rate requested at the discretion of the CM and/or PWR.
- 7. Where applicable, Contractor shall ensure patrol rounds are made with the use of a Detex wand per frequency requested by the CM and/or PWR for each shift. In the event the wand is inoperable, tours shall be done manually, reported and logged.
- 8. Where applicable, Contractor shall ensure GPS tracking is operational and guards have provided real-time access to the CM/PWR or on-site designee each shift. In the event the GPS tracking is inoperable, tours shall be done manually, reported and logged. Additionally, the hourly rate billed for shifts requiring GPS tracking will be billed at the rate for non-GPS enabled security officer until the GPS tracking is enabled and accessible.
- 9. General Responsibilities shall include the following:
 - a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.

- b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall fluently speak and write the English language.
- c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
- d. Security officers shall be over the age of 18.
- e. Security officers shall have a working knowledge of pertinent Penal Code Sections, i.e., powers of arrest, etc.
- f. Security officers shall be registered and be certified by the State of California, Bureau of Security and Investigative Services (BSIS.) and shall fulfill any other State or local license requirements. Security officers shall possess:
 - 1) California Guard Registration Card
 - 2) Valid and active California Class "C" Driver's License
 - 3) Valid and active Social Security Card
 - 4) Selective Service Card or military discharge papers (DD214, if a Veteran)
 - 5) California Firearms Qualification Cards (for armed security officers)
 - 6) Bureau of Security and Investigative Services impact weapon (baton) training
 - 7) Security officers shall complete drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last 10 years
 - 8) Security officers shall possess a valid Red Cross or American Heart Association Certification in First Aid
 - 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR)
 - 10) Security officers shall be certified to use an Automated External Defibrillator (AED)

- g. Security officers shall be in good physical condition and able to carry out the requirements of the job.
- h. The Contractor shall provide a resume to the CM and/or PWR for each security officer identified to be employed under this Contract. Resume requirements are outlined in this Exhibit A, Scope of Work, Section O.6, Security Personnel Background and Experience.
- All security officers performing work shall meet the above standards and the Contractor shall provide a written certification to the CM and/or PWR, at least one working day prior to assignment of a security officer for Public Works facility.
- j. No security officer shall be assigned to a shift before receiving at least four hours on-site training (paid by the Contractor at least the living wage rate, as required by and in accordance with Los Angeles County Code Section 2.201.040) from the Contractor's supervisory employee.
- k. All full-time (more than 35 hours per week) security officers assigned to this Contract shall limit outside employment to no more than 24 hours per week.
- I. At the request of the CM and/or PWR, the Contractor shall remove from work, any security officer who fails to meet the aforementioned requirements and any other obligations/regulations described herein. The Contractor shall immediately replace any security officer removed or unavailable, in order to continue the required service levels.

10. Additional Obligations

- a. The Contractor certifies that officers assigned to work at Public Works facilities, that those persons are in sound physical and emotional health necessary to perform the duties required of their post.
- b. Public Works locations and/or patrol areas in use by the Contractor shall be subject to inspection and shall be accessible to Public Works personnel or other public entities responsible for the inspection of other County and public facilities.at any and all times, if requested.
- c. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The Contractor may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss and/or damages, other than normal wear and tear, of said equipment.

- d. The Contractor shall be responsible for and provide security of all supplies and equipment under the Contractor's control or use during the course of this Contract.
- e. The Contractor may be required to provide minor short-term investigative surveillance services. The Contractor shall be responsible to hold all required State of California licenses and/or certifications to provide such services and be paid at the Contractor's armed Sergeant hourly rate indicated in Forms PW-2.1b 2.4b, Schedule of Prices, unless otherwise agreed upon.
- f. Upon Public Works' written request, the Contractor may be required to provide the services of one or more armed or unarmed Lieutenant or Security Directors, as defined in this Exhibit A, Scope of Work, Section H.2, Contract Administration, Role of Contractor's Staff. The Contractor's compensation for Lieutenant shall be at the hourly rate indicated on the Schedule of Prices Form for the given term (Exhibit A.1).

11. Security Regulations

- a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the work location. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary disturbance at any work location and shall be subject to all rules and regulations which govern that location.
- b. All weapons shall be in the custody of the security officer at all times.
- c. The Contractor shall immediately report to the facility's on-site Contract Manager for any accidents and/or loss of equipment, supplies, etc.
- d. The Contractor shall provide the CM and/or PWR with an updated staffing plan, with a complete list of employees who can be assigned to perform Contract work. The plan shall include all required permits and licenses, age, address, classification, date of birth, driver's license number, and length of service with Contractor. Whenever personnel changes on this Contract are made, Contractor shall supply an updated staffing plan.
- e. Where applicable, keys and other items issued by the County to the Contractor's employees shall be picked up at the beginning of each shift and returned to the facility's designated on-site staff at the end of each shift, or as directed by the CM and/or PWR.

- f. Public Works will not pay overtime to Contractor's employees required to work a 4/40 work week, if any. If a 4/40 work schedule is to be implemented, the Contractor shall be responsible for obtaining all necessary labor approvals from its employees in accordance with all applicable labor law codes and legal requirements for the work to be performed under this Contract.
- g. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct which may be considered unsuitable are:
 - 1) Vacating assigned post without authorization.
 - 2) Leaning against walls, doors, etc.
 - 3) Idle talk with other security personnel, County employees, or visitors.
 - 4) Reading newspapers, magazines, or other nonwork-related materials.
 - 5) Listening to radios, TVs, or CD players, or any other electronic devices.
 - 6) Wearing of headphones
 - 7) Rude or imprudent conduct or actions directed to, or in the presence of County employees and/or visitors.
 - 8) Using cellular phones for personal business.
 - 9) Playing handheld computer devices, i.e., iPod, iPad, tablets, etc.

12. Emergency Conditions/Work Action

In the event of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the facility's on-site Contract Manager. The Contractor and its employees shall cross picket lines and provide contracted services during any work action or strike.

G. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the CM and/or PWR on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

- It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
- 2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available upon request by the County during the term of this Contract.
- Updated information for all Contractor's staff including but not limited to completed training, certifications, permits, licenses, etc. This information shall be made available upon request by the County during the term of this Contract.
- 5. The methods for continuing assured service to the County in the event of a strike of the Contractor's employees.

H. Contract Administration

1. Role of County Staff: Contract Manager

Contractor shall perform security services as directed by and to the satisfaction of the CM. As stated in Section A of this Exhibit A, Scope of Work, CM may designate other Public Works Representatives (PWR) for their respective facilities for activities related to the services under this Contract. PWR will be made available to the Contractor to answer questions and provide the necessary liaison between the Contractor and Public Works. In the case of disputes arising from the quality of work performed, the opinion of the CM shall prevail.

2. Role of Contractor's Staff: Security Director and/or Account Manager

The Contractor shall assign an Account Manager and/or Executive who will operate in the capacity of Security Director for this Public Works' Contract account. The Director of Security shall function as the liaison between the Contractor and the CM and/or PWR and shall be responsible at all times for the supervision of all of the Contractor's personnel. The Security Director shall meet with the CM and/or PWR prior to the commencement of this Contract to coordinate for the performance of security services as required for each specific location. Additionally, the Contractor's Security Director shall ensure the following:

a. Provide a telephone number(s) where he/she (or designated alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.

- b. Provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- d. Provide adequate and competent staff to fulfill all duties required by this Contract as detailed in Section O, Specific Tasks, of this Exhibit A, Scope of Work. No changes in key personnel shall be made subsequent to the award of this Contract without prior knowledge and approval of the County.
- e. Have a minimum of 5 years of experience in the management and operation of security services.
- f. The Security Director and any security personnel employed thereunder (sergeant, lieutenants, officers, etc.) shall be able to read, write, speak, and understand the English language.

I. County-Furnished Items

- 1. Public Works will furnish, without cost, to the Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:
 - a. The County will provide facilities with telephone service for the Contractor's use. The Contractor shall be prohibited from using County facilities for conducting other business interests which are not related to, or required for, County security services. The Contractor's telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the CM and/or PWR on a monthly basis to determine if the Contractor's phone usage is excessive or unreasonable.
 - b. The Radio-telephone Operations Manual provided by the County will provide security officers with information on the proper use of hand-held radios, which may be used.
 - c. The County may provide radios for the Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
- 2. Prior to the start of the Contract, the Contractor and the CM and/or PWR shall prepare an Equipment Inventory, Damage, and Loss Liability form, if applicable (see Exhibit J) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by the Contractor and CM and/or PWR,

and if the equipment is found to be defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (see Exhibit H) will be issued by the CM and/or PWR. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.

- 3. The Contractor shall not make any alterations to the equipment or facilities unless written permission from the CM and/or PWR is granted.
- 4. All equipment provided shall, at all times, be kept clean, well prepared, and up to Contract performance standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

J. <u>Contractor-Furnished Items</u>

- 1. The County will not furnish uniforms. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
 - a. Trousers/skirt
 - b. Shirt/blouse
 - c. Belt, shoes, and socks solid black
 - d. Shoulder patches
- 2. The Contractor shall provide its own badges and shoulder patches, which shall be in full compliance with all legal requirements.
- 3. The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items, such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no additional expense to Public Works. All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by Contractor at no additional expense to Public Works.
- 4. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.
- 5. The items outlined below will not be furnished, maintained, or paid for by the County. Armed and unarmed security officers shall be equipped with the following items:

- Sam/Sally Browne belt (gun belt);
- b. Handcuff case:
- c. Set of handcuffs, plus female key;
- d. Four (4) keepers;
- e. Key snap;
- f. One heavy-duty, three or five cell flashlights, with batteries;
- g. Radio with holder/pouch;
- h. Name tag and Badge, to be worn on uniform at all times;
- Side-handle Baton with Baton ring or collapsible Side-handle Baton with Baton ring. Handler, 12" or ASP (12" or 26") expandable straight stick;
- j. Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in a holster);
- k. Holster (armed security officers only);
- I. Smith & Wesson, Colt, Ruger four-inch barrel, blue or stainless steel finish, double action, with a firing pin block .38 caliber revolver or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and a half-inch barrel, blue or stainless steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position; or Glock 17 or 19 in 9mm caliber (armed security officers only);
 - The semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on. These firearms have been approved by the County of Los Angeles Sheriff's Department (LASD) as meeting their testing requirements for safety, performance, quality, and training procedures.
- m. Ammunition pouch (armed security officers only);
 - Ammunition pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semi-jacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon, 9mm jacketed or semi-jacketed hollow point only.
- n. Rain gear (as necessary);
- Jacket (as necessary);
- p. Patrol vehicles (as necessary).

K. Weapons List

The Contractor shall provide the CM and/or PWR with the make and serial number of each security officer's weapon. The list shall be provided prior to a security officer being assigned to a Public Works facility.

L. Identification Badges

The Contractor shall issue its employees a photo-identification badge. It is mandatory that each of Contractor's employees wear their identification badge while working at County locations. The location on the uniform where the identification badge shall be worn will be approved by Public Works.

M. Special Safety Requirements

All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works' jobsites.

N. 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 suspension of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

O. Specific Tasks

The tasks outlined below are specific but may vary from facility to facility. Contractor shall prepare a work plan in concert with the facility's on-site Contract Manager, including a security officer's Beat Instruction Book, which shall include tasks for all Contractor personnel, including supervisors and the Contract Director. A copy of the work plan for each facility shall be submitted to the facility's on-site Contract Manager within 30 days of the start of this Contract. The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, location of any safes, special instructions concerning the particular assignment, etc. Contractor shall update the Beat Instruction Books at least once a year or more often, if necessary. The security officer's performance on assignment shall conform to the written instructions in the post orders.

1. Security Officer's Tasks

The following is a list that includes, but is not limited to, tasks that are expected of a security officer. The security officer shall:

- a. Report to work on time.
- b. Not be relieved of the duties of their post before their scheduled shift, unless otherwise approved by the CM and/or PWR.
- c. Be courteous and professional.
- d. Maintain good personal and uniform appearance.
- e. Monitor parking, as directed.
- f. Intervene to terminate injurious acts.
- g. Patrol an area or facility as directed by the CM and/or PWR, for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- h. Conduct searches of individuals for weapons, if necessary.
- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action, if necessary.
- j. Answer questions of visitors regarding geographic locations, services, and functions.
- k. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- I. Detect and prevent the introduction of prohibited or unpermitted contraband to a facility.
- m. Punch a time clock at assigned station, as directed.
- n. Open/close and lock/unlock doors and gates, as directed.
- o. Reduce and/or turn off facility lighting and close window coverings, as required.
- p. Verify the security of safes and other areas where equipment or materials of value are stored.
- q. Raise and lower flags.
- r. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- s. Respond to reports of ill or injured patrons, visitors, or employees; render first aid and cardiopulmonary resuscitation; and notify supervisor if further assistance is considered necessary or desirable.
- t. Immediately relay reports of bomb threats to the facility's on-site Contract Manager.

- u. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.
- v. Report malfunctioning equipment, liquid spills, and other such matters to the facility's on-site Contract Manager.
- w. Monitor alarm systems and electronic surveillance equipment.
- x. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate the situation encountered, and take prescribed action.
- y. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses, and suspects to ascertain or verify facts.
- z. Pursue and apprehend persons suspected of damaging County property and/or injuring County employees or visitors to Public Works facilities, if necessary.
- aa. Detain suspects pending transportation and booking by local law enforcement agency, if necessary.
- bb. Operate a bicycle, motor cart, or automobile, where directed.
- cc. Have knowledge in the care and use of an impact weapon (baton).
- dd. Have knowledge of self-defense and restraint procedures.
- ee. Communicate effectively with individuals and the general public.
- ff. React quickly, take command of an emergency situation.
- gg. Use good judgment and discretion in handling the unruly or trespassing public.
- hh. Remember facts and details concerning specific situations.
- Alert CM and/or PWRs of any suspicious activity observed during shift hours and provide recommendation for possible pre-emptive action.
- jj. Maintain complete reports and logs and provide such documents in a timely manner, when requested by the CM and/or PWR. Such documents include but are not limited to nonemployee injury reports, detailed incident reports, timesheet logs, etc.
- kk. Provide escort services, within 5 minutes of the request or as required.
- II. Assist other security officers.

- mm. Hold over at the facility until properly relieved.
- nn. Take primary photographs as required.
- oo. Activate fire or other emergency procedures as required.
- pp. Call and notify law enforcement authorities, fire department, paramedics, etc., as required.

2. Security Director/Account Manager (Executive) Tasks

The following is a list that includes, but is not limited to, those tasks that are expected of Contractor's supervisor. The supervisor shall:

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper methods and explain conditions under which deviations are permissible.
- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal and uniform appearance.
- j. Update and explain post procedures.
- k. Have working knowledge of radio procedures.
- I. Conduct investigations.
- m. Complete all necessary reports specified in this Contract.
- n. Review subordinates' reports.

3. Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

a. Maintain the Quality Control Plan

- b. Report to and meet with the facility's on-site Contract Manager, as required.
- c. Respond to Contract Discrepancy Reports.
- d. Establish policy and procedures with regard to each respective post location, with the advice and consent of the facility's on-site Contract Manager.
- e. Ensure sufficient availability of security officers to cover Public Works' requirements.

4. Regulations and Forms

- a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.
- b. The following is a list of Exhibits (F through L) applicable to the security Statement of Work:
 - Exhibit F Performance Requirements Summary
 - Exhibit G Security Services Group Locations and Schedules
 - Exhibit H Contract Discrepancy Report
 - Exhibit I Notice of Proposed Payment Adjustment
 - Exhibit J Equipment Inventory, Damage, and Loss Liability
 - Exhibit K Statement of Loss of County Security Equipment
 - Exhibit L Bond for Faithful Performance

5. Performance Requirements Summary

Performance Requirements Summary (Exhibit F) lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

a. Quality Assurance

The Contractor's performance will be compared to the Contract standards for acceptable levels of service in accordance with all applicable terms and conditions of this Contract including all performance indicators detailed in Exhibit F, Performance Requirements Summary.

The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

- 1) Random sampling
- 2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance
- 3) Customer complaints
- b. Unacceptable Performance

For unsatisfactory services surveyed by sampling, the Contractor shall be required to immediately correct issues found by the County to be unacceptable.

c. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when discrepancies found by the CM and/or PWR upon surveillance do not violate the standards for acceptable performance as indicated in this Contract.

When the CM and/or PWR determines the performance is unacceptable, a Contract Discrepancy Report will be issued to the Contractor which will explain, in writing, the unacceptable performance. The Contractor shall complete the report by outlining how performance will be returned to acceptable levels and how recurrence of the problem shall be prevented in the future. The CM and/or PWR will evaluate Contractor's explanation and determine, if full payment or partial payment is applicable and inform the Contractor. The County may alternatively enforce any applicable remedies as detailed in this Exhibit A, Scope of Work, Section V, Liquidated Damages.

6. Security Personnel Background and Experience

All security officers and security supervisors providing services under this Contract shall comply with background investigations and training requirements to the satisfaction of the County notwithstanding the following:

- a. Contractor shall provide documentation of all completed background investigations and required training for all security personnel upon request from the CM and/or PWR. If such documentation is not provided as required, this Contract may be subject to suspension or termination. The County reserves the final decision as to the suitability of security officers and supervisors who will be assigned to perform work on this Contract.
- b. Given the potentially sensitive nature of the work to be performed, and the materials, equipment, and weapons that are involved, Contractor shall perform background investigations prior to employment and assignment to any work under this Contract. Public Works reserves the right to request these and additional background investigations for any and all Contractor personnel at any time during employment of said personnel.
- c. In any event of non-approval of any of the Contractor's security personnel or staff, all disqualifying information is to be kept confidential and is not reviewable by the Contractor.
- d. The Contractor's personnel may be required to pass the County's background investigation for Contract security officers and shall be fingerprinted and/or interviewed at Los Angeles Sheriff's Department (LASD) facility prior to being approved for employment on this Contract. Public Works, in its sole discretion, reserves the right to initiate the LASD investigation process for any and all of the Contractor's personnel, as necessary.
- e. Contractor shall be responsible for reimbursement or direct payment to the LASD for any and all expenses associated with performing each background investigation.
- f. The background investigation process, requirements, guidelines and provisions expressed herein are subject to change at any time at the sole discretion of the County.
- g. Contractor's security personnel and staff who have been involved in any of the following may <u>not</u> be accepted, consistent with applicable law:
 - 1) Any felony conviction
 - 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions
 - 3) Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse

- 4) Conduct that would preclude the Contractor from receiving a bond
- 5) Any pattern of irresponsible behavior, including, but not limited to, unsatisfactory driving or employment record, or any pattern of recent or habitual drug use
- h. The Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:
 - 1) General Information The candidate's name, age, current address, security officer's classification, social security number, and date of birth.
 - 2) Employment History A chronological list of all jobs held by candidate and any period of unemployment during the last 10 years, highlighting security experience.
 - 3) Military Record All military experience (regular or reserve) shall be documented, if applicable. Contractor shall provide a copy of candidate's Selective Service Card or military discharge papers (DD214). If the candidate does not possess a Selective Service Card or military discharge papers, explain why the documents are unavailable.
 - 4) Criminal Record Any criminal record of the candidate shall be fully disclosed.
- i. Security Director (Account Manager/Executive) Equivalent of 5 years' paid experience managing security service operations.
- j. Lieutenant (Account Supervisor/Watch Commander) Equivalent of 2 years' security supervisory experience.
- k. Sergeants (Site Supervisor) Equivalent of 3 years' paid armed security experience and 1 years' security supervisory experience.
- I. Armed Security Officers Equivalent of 3 years' paid armed security experience.
- m. Unarmed Security Officers Equivalent of 2 years' paid security experience.
- n. All security officers and supervisors shall possess the following, unless otherwise noted:
 - 1) Active and valid State of California Guard Registration Card

- 2) Active and valid State of California Weapons Permit (unless unarmed)
- 3) Impact weapon (baton) training certification as approved by BSIS
- 4) Active and valid First Aid Certificate or EMS Certificate
- 5) Active and valid Cardiopulmonary Resuscitation Certificate
- 6) Active and valid Automated External Defibrillator Certificate
- 7) Active and valid California Class "C" Driver's License

The Contractor personnel assigned to this Contract shall not allow their cards, permits, certifications, and/or licenses to expire. The Contractor shall maintain its private patrol operator license and its employees' valid California issued Security Guard Registration Cards during this Contract's term.

o. The Contractor shall not assign employees under the age of 18 to perform work under this Contract.

P. Invoices

- 1. The Contractor shall submit monthly invoices, electronically in a Portable Document Format (PDF), for work performed during the preceding month. Invoices must be received by Public Works in a timely manner.
- 2. The Contractor's hourly rates as identified in the Schedule of Prices Forms PW-2.1b 2.4b, for the given term, shall include the performance of all tasks described in this Contract's Exhibit A, Scope of Work.
- 3. The Contractor shall submit with their monthly invoices, all the security personnel hourly log sheets to corroborate the invoices.
- 4. The County may withhold payment of invoices until any requested information or documents are received and/or issues of contention are resolved to the satisfaction of Public Works.

Q. Utilities

The County will not provide utilities.

R. Storage Facilities

The County may provide storage facilities for the Contractor, as directed by the CM and/or PWR.

S. Removal of Debris

Any 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.

In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the CM and/or PWR. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Exhibit A, 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.

T. Responsibilities of Public Works

The County, at its sole discretion, will determine the need for, and provide its own jobsite inspection.

U. Gratuities

- 1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
- 2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

V. Liquidated Damages

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

3. The Contractor shall pay the County, or the County may withhold and/or deduct from monies due to the Contractor, liquidated damages in the sum indicated in Exhibit F, Performance Requirements Summary, each time the Contractor fails to satisfy the performance standards.

a. Contractor Payment

Contractor will be paid for the total number of hours of acceptable performance worked in the previous month. If in the opinion of the CM and/or PWR, the Contractor's performance of their post orders or duties are unacceptable, the County may withhold payment of invoices or deduct a percentage or the number of hours of unacceptable service.

b. Adjustment for Deviation

The Performance Requirements Summary (Exhibit F) contains a column entitled "Deductions for Failure to Meet Performance Indicator". Invoices may be assessed deductions in accordance with this Exhibit for instances of nonperformance as detailed therein. Said deduction(s) shall be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

c. Notice of Adjustments

The County will give the Contractor written notice (Exhibit I) of any adjustments pursuant to this section. Contractor shall respond to the notice within five calendar days of receipt thereof. If there is no response from the Contractor within this five-day period, it denotes Contractor's agreement with adjustments.

W. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in

federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: https://www.sam.gov/portal/SAM/.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

FORM PW-2.1b (East) Initial Term

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP B: EAST REGION (BRC0000374)

East Locations: Rio Hondo Spreading Grounds, San Gabriel Spreading Grounds, and Basin Patrols

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.1b (East), for Term 1 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1b-2.4b, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	\$39.18 /hr.	6,232	\$ <u>244,169.76</u>
2.	Security Officer (Unarmed)	\$36.49 /hr.	7,636	\$_278,637.64
3.	Security Supervisor (Armed)	\$39.91 /hr.	500	\$_19,955.00
4.	Security Manager (Armed)	\$40.63 /hr.	500_	\$_20,315.00
	TOTAL	\$ 563,077.40		

FORM PW-2.2b (East) Option Term 1

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP B: EAST REGION (BRC0000374)

East Locations: Rio Hondo Spreading Grounds, San Gabriel Spreading Grounds, and Basin Patrols

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.2b (East), for Term 2 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1b-2.4b, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	<u>\$40.75 /hr.</u>	6,232	\$_253,954.00
2.	Security Officer (Unarmed)	\$37.95 /hr.	7,636	\$_289,786.20
3.	Security Supervisor (Armed)	\$41.50 /hr.	500	\$_20,750.00
4.	Security Manager (Armed)	\$42.25 /hr.	500	\$_21,125.00
	TOTAL	\$ 585,615.20		

FORM PW-2.3b (East) Option Term 2

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP B: EAST REGION (BRC0000374)

East Locations: Rio Hondo Spreading Grounds, San Gabriel Spreading Grounds, and Basin Patrols

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.3b (East), for Term 3 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1b-2.4b, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	\$42.38 /hr.	6,232	\$ <u>264,112.16</u>
2.	Security Officer (Unarmed)	\$39.47 /hr.	7,636	\$_301,392.92
3.	Security Supervisor (Armed)	\$43.16 /hr.	500_	\$_21,580.00
4.	Security Manager (Armed)	\$43.95 /hr.	500	\$_21,975.00
	TOTAL	\$ 609,060.08		

FORM PW-2.4b (East) Option Term 3

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP B: EAST REGION (BRC0000374)

East Locations: Rio Hondo Spreading Grounds, San Gabriel Spreading Grounds, and Basin Patrols

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.4b (East), for Term 4 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1b-2.4b, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	<u>\$44.08 /hr.</u>	6,232	\$_274,706.56
2.	Security Officer (Unarmed)	<u>\$41.05 /hr.</u>	7,636	\$_313,457.80
3.	Security Supervisor (Armed)	\$44.89 /hr.	500	\$_22,445.00
4.	Security Manager (Armed)	\$45.70 /hr.	500	\$_22,850.00
	TOTAL	\$ 633,459.36		

SCHEDULE OF PRICES SUMMARY SHEET FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP B: EAST REGION (BRC0000374)

East Locations: Rio Hondo Spreading Grounds, San Gabriel Spreading Grounds, and Basin Patrols

As shown on Exhibit G

The rates provided herein correspond with the totals from Schedule of Prices, Forms PW-2.1b through PW-2.4b. Should there exist any inconsistency between the amount shown here and the amount calculated based on the Proposer's submitted hourly rates, the true and correct amount based on hourly calculation of rates (hourly rate multiplied by estimated units) shall prevail.

TERM	DESCRIPTION	TOTAL PROPOSED PRICE
1 of 4	Initial Term (Form PW-2.1b)	\$_563,077.40
2 of 4	Option Term 1 (Form PW-2.2b)	\$_585,615.20
3 of 4	Option Term 2 (Form PW-2.3b)	\$_609,060.08
4 of 4	Option Term 4 (Form PW-2.4b)	\$_633,459.36
ТОТ	AL OVERALL PROPOSED PRICE: (SUM OF ALL 4 TERMS ABOVE)	\$ _2,391,212.04
AVERA	AGE ANNUAL PROPOSED PRICE: (SUM OF ALL TERMS DIVIDED BY FOUR)	\$ 597,803.01

By submission of this Proposal, and signed Declaration form Proposer certifies under penalty of perjury that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.									
LEGAL NAME OF PROPOSER	LEGAL NAME OF PROPOSER								
Patrol Solutions									
NAME OF REPRESENTATIVE	TITLE OF REPRESENTATIVE	SIGNATURE							
Carl Cunningham	General Manager	Carl Cunningham							
PHONE	E-Mail Address	STATE PRIVATE PATROL OPERATOR'S LICENSE NO.							
415-760-8116	carlcunningham@patrolsolutions.com	119966							

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

• GROUP B - East Region

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)			HOUR	S PEF	R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED
		MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	COST
RIO HONDO SPREADING GROUNDS	7	7	7	7	7	7	7	49	2548		
Armed Security Officer (1)	7	7	7	7	7	7	7	49	2548	\$20.91	\$ 53,278.68
Armed Security Officer (2)								0	0		\$ -
SAN GABRIEL SPREADING GROUNDS	6	6	6	6	6	6	6	42	2184		
Armed Security Officer (1)	6	6	6	6	6	6	6	42	2184	\$20.91	\$ 45,667.44
Armed Security Officer (2)								0	0		\$ -
RIO HONDO/SAN GAB. AREA PATROLS	24	14	14	14	14	14	24	118	6136		
Unarmed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$19.41	\$ 119,099.76
Unarmed Security Officer (2)								0	0		\$ -
Unarmed Security Officer (3)								0	0		\$ -
ADDITIONAL ON-CALL											
Unarmed Security Officer			0	N-CAL	.L			Varies	1500	\$19.41	\$ 29,115.00
Armed Security Officer			0	N-CAL	.L			Varies	1500	\$20.91	\$ 31,365.00
Armed Security Sergeant (Supervisor)			0	N-CAL	.L			Varies	500	\$21.41	\$ 10,705.00
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$21.91	\$ 10,955.00
Comments/Notes:									[A]	Total Salaries	\$ 300,185.88
					(1) Va	cation	ns, Sic	k Leave, Holid	day		\$ 28,567.08
					(2) He	ealth I	nsuran	се			\$ 18,047.86
					(3) Pa	yroll ⁻	Taxes	& Workers' Co	ompensation		\$ 49,665.30
(4) Welfare and Pension									\$ 7,568.07		
[B] Total Employee Benefits (1+2+3+4)									\$ 103,848.31		
	(5) Equipment Costs									\$ 28,112.03	
	(6) Service and Supply Costs									\$ 96,123.13	
					(7) G	eneral	and A	dministrative	Costs		\$ 19,162.72
					(8) Pr	ofit					\$ 15,645.33
[C] Total Other Costs (5+6+7+8)							\$ 159,043.21				
							ΤΟΤ	AL PROPO	OSED ANNU	JAL PRICE:	\$ 563,077.40

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within t	he
requirements of the proposal.	

Patrol Solutions	Carl Cunningham	Carl Cunningham		
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative		

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

• GROUP B - East Region

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)			HOUR	S PEF	R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED
		MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	COST
RIO HONDO SPREADING GROUNDS	7	7	7	7	7	7	7	49	2548		
Armed Security Officer (1)	7	7	7	7	7	7	7	49	2548	\$21.75	\$ 55,419.00
Armed Security Officer (2)								0	0		\$ -
SAN GABRIEL SPREADING GROUNDS	6	6	6	6	6	6	6	42	2184		
Armed Security Officer (1)	6	6	6	6	6	6	6	42	2184	\$21.75	\$ 47,502.00
Armed Security Officer (2)								0	0		\$ -
RIO HONDO/SAN GAB. AREA PATROLS	24	14	14	14	14	14	24	118	6136		
Unarmed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$20.19	\$ 123,885.84
Unarmed Security Officer (2)								0	0		\$ -
Unarmed Security Officer (3)								0	0		\$ -
ADDITIONAL ON-CALL											
Unarmed Security Officer			0	N-CAL	.L			Varies	1500	\$20.19	\$ 30,285.00
Armed Security Officer			0	N-CAL	.L			Varies	1500	\$21.75	\$ 32,625.00
Armed Security Sergeant (Supervisor)			0	N-CAL	.L			Varies	500	\$22.27	\$ 11,135.00
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$22.79	\$ 11,395.00
Comments/Notes:									[A]	Total Salaries	\$ 312,246.84
					(1) Va	cation	ns, Sic	k Leave, Holid	day		\$ 29,709.77
					(2) He	ealth I	nsuran	ce			\$ 18,769.78
					(3) Pa	yroll ⁻	Taxes	& Workers' Co	ompensation		\$ 51,651.91
(4) Welfare and Pension									\$ 7,870.79		
[B] Total Employee Benefits (1+2+3+4)									\$ 108,002.25		
	(5) Equipment Costs									\$ 29,115.78	
	(6) Service and Supply Costs								\$ 98,421.23		
					(7) Ge	eneral	and A	dministrative	Costs		\$ 20,111.48
					(8) Pr	ofit					\$ 17,717.62
[C] Total Other Costs (5+6+7+8)							\$ 165,366.11				
							ΤΟΤ	AL PROPO	OSED ANNU	JAL PRICE:	\$ 585,615.20

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was complied from 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	he
requirements of the proposal.	

Patrol Solutions	Carl Cunningham	Carl Cunningham
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

• GROUP B - East Region

POSITION/TITLE * HOURS PER					R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	COST
RIO HONDO SPREADING GROUNDS	7	7	7	7	7	7	7	49	2548		
Armed Security Officer (1)	7	7	7	7	7	7	7	49	2548	\$22.62	\$ 57,635.76
Armed Security Officer (2)								0	0		\$ -
SAN GABRIEL SPREADING GROUNDS	6	6	6	6	6	6	6	42	2184		
Armed Security Officer (1)	6	6	6	6	6	6	6	42	2184	\$22.62	\$ 49,402.08
Armed Security Officer (2)								0	0		\$ -
RIO HONDO/SAN GAB. AREA PATROLS	24	14	14	14	14	14	24	118	6136		
Unarmed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$21.00	\$ 128,856.00
Unarmed Security Officer (2)								0	0		\$ -
Unarmed Security Officer (3)								0	0		\$ -
ADDITIONAL ON-CALL											
Unarmed Security Officer	ON-CALL							Varies	1500	\$21.00	\$ 31,500.00
Armed Security Officer	ON-CALL							Varies	1500	\$22.62	\$ 33,930.00
Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$23.16	\$ 11,580.00
Armed Security Lieutenant (Manager)	ON-CALL					Varies	500	\$23.70	\$ 11,850.00		
Comments/Notes:									[A]	Total Salaries	\$ 324,753.84
					(1) Va	cation	ns, Sic	k Leave, Holid	day		\$ 30,898.16
					(2) He	ealth I	nsuran	ce			\$ 19,520.57
(3) Payroll Taxes & Workers' Co						ompensation		\$ 53,717.99			
(4) Welfare and Pension							\$ 8,185.62				
[B] Total Employee Benefits (1+2+3+4)						\$ 112,322.34					
(5) Equipment Costs							\$ 30,578.93				
(6) Service and Supply Costs							\$ 101,321.23				
(7) General and Administrative Costs							\$ 21,003.62				
(8) Profit						\$ 19,080.12					
								[C]	Total Other Co	osts (5+6+7+8)	\$ 171,983.90
							ΤΟΤ	AL PROPO	OSED ANNU	JAL PRICE:	\$ 609,060.08

^{*} All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was complied from 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	he
requirements of the proposal.	

Patrol Solutions	Carl Cunningham	Carl Cunningham
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

• GROUP B - East Region

POSITION/TITLE *	HOURS PE							HOURS	ESTIMATED	HOURLY		CALCULATED
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**		COST
RIO HONDO SPREADING GROUNDS	7	7	7	7	7	7	7	49	2548			
Armed Security Officer (1)	7	7	7	7	7	7	7	49	2548	\$23.53	\$	59,954.44
Armed Security Officer (2)								0	0		\$	-
SAN GABRIEL SPREADING GROUNDS	6	6	6	6	6	6	6	42	2184			
Armed Security Officer (1)	6	6	6	6	6	6	6	42	2184	\$23.53	\$	51,389.52
Armed Security Officer (2)								0	0		\$	-
RIO HONDO/SAN GAB. AREA PATROLS	24	14	14	14	14	14	24	118	6136			
Unarmed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$21.84	\$	134,010.24
Unarmed Security Officer (2)								0	0		\$	-
Unarmed Security Officer (3)								0	0		\$	-
ADDITIONAL ON-CALL												
Unarmed Security Officer	ON-CALL							Varies	1500	\$21.84	\$	32,760.00
Armed Security Officer			0	N-CAL	.L			Varies	1500	\$23.53	\$	35,295.00
Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$24.09	\$	12,045.00
Armed Security Lieutenant (Manager)	ON-CALL					Varies	500	\$24.65	\$	12,325.00		
Comments/Notes:									[A]	Total Salaries	\$	337,779.20
					(1) Va	cation	ns, Sic	k Leave, Holid	day		\$	32,134.08
					(2) He	ealth li	nsuran	ce	-		\$	20,301.39
(3) Payroll Taxes & Workers' Compensation (4) Welfare and Pension [B] Total Employee Benefits (1+2+3+4)						\$	55,866.71					
						\$	8,513.05					
						\$	116,815.23					
(5) Equipment Costs							\$	31,986.25				
(6) Servic						6) Service and Supply Costs					\$	101,987.56
					(7) General and Administrative Costs							22,759.64
(8) Profit						\$	22,161.48					
								[C]	Total Other Co	osts (5+6+7+8)	\$	178,894.93
							ΤΟΤ	AL PROPO	OSED ANNU	JAL PRICE:	\$	633,489.36

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was complied from 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 requirements of the proposal.

Patrol Solutions	Carl Cunningham	Carl Cunningham
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. <u>Ambiguities or Discrepancies</u>

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 will be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy will 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 must be interpreted as follows:

<u>Agreement</u>. The written, signed accord covering the performance of the requested service.

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

<u>Contract</u>. 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.

<u>Contractor</u>. 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.

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

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

<u>Day</u>. Calendar day(s) unless otherwise specified.

<u>Direct Employee</u>. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

<u>Director</u>. 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).

<u>District</u>. 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 not: a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.

<u>Fiscal Year</u>. The 12-month period beginning July 1 and ending the following June 30.

<u>Maximum Contract Sum</u>. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

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

<u>Proposer</u>. 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. Los Angeles County Public Works.

<u>Solicitation</u>. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

<u>Specifications</u>. 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.

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

<u>Subcontractor</u>. 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. <u>Headings</u>

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 will 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 will 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 will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract will 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 will not exceed 180 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 will be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it will be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 2. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must 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 will be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or 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, will 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 will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. <u>Authorization Warranty</u>

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 will also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor must 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 will be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor must 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 must 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 must 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 must submit proposed changes to County for approval before implementation.
- 5. Contractor must 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 must be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 7. Copies of all written responses must be sent to the Contract Manager within three business days of mailing to the complainant.

F. <u>Compliance with Applicable Laws</u>

- In the performance of this Contract, Contractor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 2. Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel including, without limitation, County Counsel, reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor must not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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 will, 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

- Contractor must 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 must indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor must inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. <u>Conflict of Interest</u>

- No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract must 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 must 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, including those identified in Section 2.180.010, it must immediately make full written disclosure of such facts to Full written disclosure must include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

J. <u>Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List</u>

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

- Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor must 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 will mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov qualified and DPSS will refer GAIN/GROW job candidates.
- 2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees will be given first priority.

L. <u>Contractor's Acknowledgment of County's Commitment to Child Support</u> 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 section of Form PW-3, Certification of Compliance, 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. <u>Contractor's Warranty of Adherence to County's Child Support Compliance</u> 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 will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant 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. <u>Damage to County Facilities, Buildings, or Grounds</u>

- 1. Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
- 2. Such repairs must 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 must be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor costs incurred by County to make such repairs

Q. <u>Employment Eligibility Verification</u>

- 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
- 2. Contractor must 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. <u>Counterparts and Electronic Signatures and Representations</u>

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. <u>Fair Labor Standards</u>

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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

- Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
- 2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor must 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 subparagraph, 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 will 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, will be exclusively in the County of Los Angeles.

V. <u>Most Favored Public Entity</u>

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 must be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

- Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must 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 must certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
- 3. Contractor must 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 must 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 must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 6. Contractor must 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 will 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 will 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 will, 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 will be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

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

Contractor must 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract must not constitute a waiver of County's right to recover such payment from Contractor. This provision will 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 must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor must 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 must notify its employees, and must 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 must 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 must 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 must be addressed to:

Contracting Manager, Business Relations and Contracts Division Los Angeles County 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 must in any case be sufficient notice.

DD. Publicity

Contractor must 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 will not inhibit Contractor from publicizing its role under this Contract within the following conditions:

- 1. Contractor must develop all publicity material in a professional manner.
- 2. During the term of this Contract, Contractor must not, and must 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 will 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 must 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 Exhibit B, 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 must 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 seg. (Public Records Act). County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 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 must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, must 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 must be kept and maintained by Contractor and must 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 must 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 must 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.

- 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 must 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 will 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 will 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 must 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 will be paid to Contractor by County by cash payment, provided that in no event will 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 most 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, must be kept and maintained by the Contractor and must be made available to the County during the term of this Contract and for a period of five 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 must 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 must 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 Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access. Disqualification of any member of Contractor's staff pursuant to this section will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

II. <u>Subcontracting</u>

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 must 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 must indemnify, defend, 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 must 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 will 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 will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.

- 7. Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor must ensure delivery of all such documents to Business Relations and Contracts 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 must not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract will 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 must not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

- 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 will 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.

MM. <u>Time Off for Voting</u>

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

NN. <u>Local Small Business Enterprise Utilization</u>

When requested by the County, the Contractor must provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor must be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor must indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor will be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment must be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor must provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, will decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/).

The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement

TERMINATIONS/SUSPENSIONS

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

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 will 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 will 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

- 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 will 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 will be no less than ten days after the notice is sent.
- 2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor must:
 - a. Stop work under this Contract on the date and to the extent specified in such notice.
 - b. Complete performance of such part of the work as must 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 must be maintained by Contractor in accordance with this Exhibit B, Record Retention and Inspection/Audit Settlement.
- 4. If this Contract is suspended or terminated, Contractor must 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 must be delivered to County upon request and must become the property of County.

C. <u>Termination/Suspension for Default</u>

- 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.
- 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 will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor must 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 must not costs of the type identified for anv excess 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

- Subcontractor were obtainable from other sources in sufficient time to permit 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 must 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 will 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 will be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
- 2. Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 will 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.
- 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 will 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, must 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 will 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 will 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.

GENERAL CONDITIONS OF CONTRACT WORK

A. <u>Authority of Public Works and Inspection</u>

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. <u>Cooperation</u>

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

C. Cooperation and Collateral Work

Contractor must 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, must 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 will be deemed to be a gratuitous effort by Contractor, and Contractor must have no claim against County.

F. Jobsite Safety

Contractor must 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 must provide at its expense all safeguards, safety devices, and protective equipment and must take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person will 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 must be reassigned immediately and not again employed on Public Works' projects or providing services.

H. <u>Labor Law Compliance</u>

Contractor, its agents, and employees will be bound by and must 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 must 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, will be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor must 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 must:

- 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.
- 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 must 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. <u>Public Convenience</u>

Contractor must 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 will 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 must 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 must be executed by experienced and well-trained workers. All work must be under supervision of a well-qualified supervisor. Contractor also agrees that work must be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

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

Q. Storage of Materials and Equipment

Contractor must 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. <u>Transportation</u>

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

- Contractor must comply with all applicable laws and regulations. Contractor must maintain work area in a neat, orderly, clean, and safe manner. Contractor must 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 must be responsible for the security of any and all of Public Works/County facilities in its care. Contractor must provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. 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.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. <u>Independent Contractor Status</u>

- This Contract is by and between County and Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 2. Contractor must 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 will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of 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 must 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 must indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), 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 and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. This indemnification also must 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, Appointed 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 must 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 must 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.
- 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates must be provided to County not less than ten 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 must 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 must match the name of the Contractor identified as the contracting party in this

Contract. Certificates must 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 \$50,000, 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 noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), must be construed as a waiver of any of the Required Insurance provisions.
- d. Insurance certificates and required endorsements must be sent to:

Los Angeles County Public Works
Business Relations and Contracts Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention: Contract Analyst (noted in the RFP Notice)

- e. Contractor also must 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 must 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 must 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 must 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 must 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. <u>Cancellation of or Changes in Insurance</u>: Contractor must provide County with, or Contractor's insurance policies shall contain a provision that County must 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 must be provided to County at least ten days in advance of cancellation for nonpayment of premium and 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 must 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. <u>Insurer Financial Ratings</u>: Coverage must 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. <u>Contractor's Insurance Must Be Primary</u>: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.
- 8. <u>Waivers of Subrogation</u>: 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 9. <u>Subcontractor Insurance Coverage Requirements</u>: Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor must be responsible for verifying each

Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

- 10. <u>Deductibles and Self-Insured Retentions (SIRs)</u>: Contractor's policies must 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 must be executed by a corporate surety licensed to transact business in the State of California.
- 11. <u>Claims Made Coverage</u>: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it must maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
- 12. <u>Application of Excess Liability Coverage</u>: 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. <u>Separation of Insureds</u>: All liability policies must provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.
- 14. <u>Alternative Risk Financing Programs</u>: 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 must be designated as an Additional Covered Party under any approved program.
- 15. <u>County Review and Approval of Insurance Requirements</u>: 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 must pay full compensation for all costs incurred by the County.

F. <u>Insurance Coverage Requirements</u>

1. <u>Commercial General Liability:</u> 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: \$6 million Products/Completed Operations Aggregate: \$1 million Personal and Advertising Injury: \$2 million Each Occurrence: \$3 million

- 2. <u>Automobile Liability:</u> 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 nonowned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability: Insurance or qualified satisfying statutory requirements, self-insurance which 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. 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. 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.

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. <u>Chapter 2.202 of the County Code</u>

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. <u>Nonresponsible Contractor</u>

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 must be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which must contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works must 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 will be presented to the Board. The Board will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
- 6. Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. <u>Subcontractors of Contractor</u>

These terms must also apply to Subcontractors of County Contractors.

F. <u>Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor</u> by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing Statefunded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. <u>Jury Service Program</u>

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 must have and adhere to a written policy that provides that its Employees must 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 "Employee" means any more County Contracts or Subcontracts. 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 must also be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must 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.

SAFELY SURRENDERED BABY LAW PROGRAM

A. <u>Contractor's Acknowledgment of County's Commitment to the Safely Surrendered</u> 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. The Contractor, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must 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 available on the Internet at www.babysafela.org.

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. <u>Living Wage Program</u>

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. <u>Payment of Living Wage Rates</u>

- 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 must pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, 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.
- 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 must be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract and a copy of the Living Wage Program must 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 or part-time services to Contractor, 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 must 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 must have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must 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 the exception to the Living Wage Program.

In either event, Contractor must immediately be required to commence paying the living wage and must 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 the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor must 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" must have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an Employee physically travels to or from a County facility if 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 will 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 must submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports must list all of Contractor's Employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports must 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 must promptly provide such information. Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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 must 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 will 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 must place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor must also distribute County-provided notices to each of its Employees at least once per year. Contractor must 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 will 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 will 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 will 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.
- 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. <u>Use of Full-Time Employees</u>

Contractor must 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 must 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 must immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees must 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 must 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 must demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor must 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 must 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.

SOCIAL ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor must 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 SE.

Contractor must 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 SE.

If Contractor has obtained County certification as a SE 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, Contractor must:

- 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 10 percent of the amount of this Contract.
- 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 will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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.

Contractor must 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.

Contractor must 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.

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, must:

- 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.
- 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 must also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

Contractor must 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 DVBE.

Contractor must 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 DVBE.

If Contractor has obtained certification as a DVBE 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, must:

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

Notwithstanding any other remedies in this contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. <u>Defaulted Property Tax Reduction Program</u>

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. <u>Contractor's Warranty of Compliance with County's Defaulted Property Tax</u> <u>Reduction Program</u>

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. <u>Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program</u>

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, will 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 ten days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

COMPLIANCE WITH EMPLOYEE RETENTION POLICY

In situations where a Contractor is in default or unable to execute the terms of a security services agreement, and due to exigent circumstances, the County is required to continue the provision of security services without conducting a competitive solicitation, the following policy will apply:

- 1. The new Contractor must offer employment to all Retention Employees who are qualified for such jobs. A "Retention Employee" is an individual who: (a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a contractor under a predecessor security services contract with the County for at least 6 months prior to the date of this Contract; and (c) is, or will be terminated from his or her employment as a result of the County entering into this Contract.
- 2. The Contractor must not be required to hire a Retention Employee who: (a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of the Contractor.
- 3. The Contractor must not terminate a Retention Employee, except for cause, until the earlier of: (a) the first 90 days of employment under the Contract; or (b) the termination of the Contract. Thereafter, the Contractor may retain a Retention Employee on the same terms and conditions as the Contractor's other employees.

Notice 1015

(Rev. December 2021)

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 whose wages 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 Certificate.

Note: You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2022.

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 download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

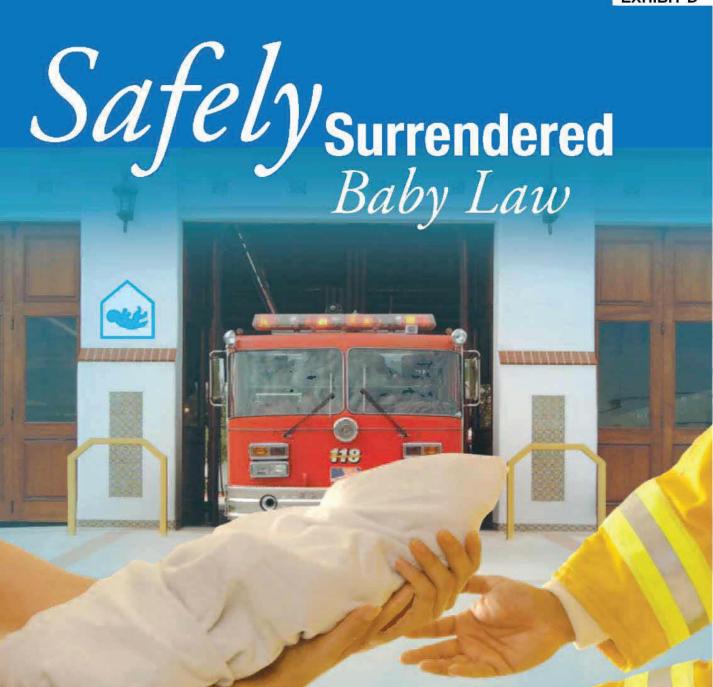
How Will My Employees Know if They Can Claim the EIC?

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 Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2021) Cat. No. 20599I



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



www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

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.

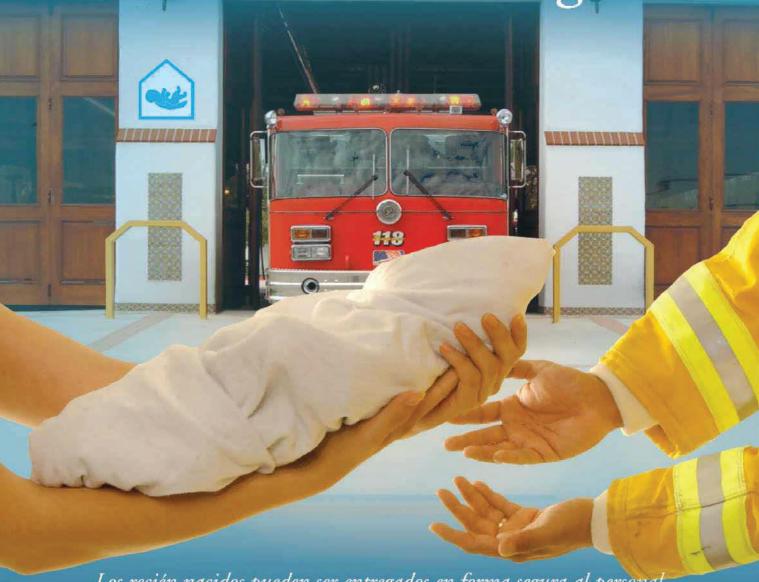
Why is California doing this?

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-UCIA 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.





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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723 www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin

Peligro de California permite la

entrega confidencial de un recién
nacido por parte de sus padres u

otras personas con custodia legal,
es decir cualquier persona a quien
los padres le hayan dado permiso.

Siempre que el bebé tenga tres
días (72 horas) de vida o menos, y
no haya sufrido abuso ni
negligencia, pueden entregar al
recién nacido sin temor de ser
arrestados o procesados.

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el hebé 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 v 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus famílias 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 ten 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 intermember 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 nonagreement 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.)

P:\aepub\Service Contracts\CONTRACT\CONTRACTING FORMS\RFP\11 Exhibit E_Default Tax 06-04-15.docx

required belyice lasks	Indicator	to Meet Performance Indicator*	COMPANIE	Colline
A. SCOPE OF WORK				
Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency.	□Yes □ No □ N/A	
2. Provide First Aid	Aid provided, when required and certifications kept active and valid and available upon request.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
 Welcome, Screen, Direct Visitors, and Provide Information 	Accessibility and visibility by public. Questions answered promptly.	\$50 per day; possible suspension.	□Yes □No □N/A	
4. Escort Services	Escort provided within 5 minutes of request.	\$25 per occurrence.	□Yes □No □N/A	
5. Area Patrol	Procedures followed and facility secure.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Secure any and all Safes	Safes locked.	\$25 per occurrence.	□Yes □No □N/A	
7. Reports to Post Promptly and Relieves their Post no sooner than scheduled Shift End.	Reported to work within 5 minutes of start of work shift and does not leave post until the shift's scheduled end time.	\$25 per employee, per occurrence.	□Yes □No □N/A	
8. Lock and Unlock Facility	Facility is locked and unlocked on schedule.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
9. Raise and Lower Flags	Flags attached properly. Flags are folded and secured properly at end of day.	\$25 per day.	□Yes □No □N/A	
10. Held Over until Relieved	Procedure is followed for relief of shift. Post manned at all times.	\$50 per employee; per occurrence; possible suspension.	□Yes □No □N/A	
11. Time Detex Wand Patrol	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
12. Assists Other Officers and Law Enforcement	Officer assisted as needed.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Comments							
Compliance	□ Yes □ No □ N/A	□Yes □No □N/A	□Yes □No □N/A		□Yes □No □N/A	□Yes □ No □ N/A	□ Yes □ No □ N/A
Deductions for Failure to Meet Performance	\$50 per occurrence; possible suspension; possible termination for	\$50 per occurrence.	\$100 per occurrence; possible suspension; possible termination for default of contract.		\$25 per day per report that is late or not submitted.	\$50 per day per report that is late or not submitted.	\$50 per day per report that is late or not submitted.
Performance Indicator	Facility safe and secure.	Investigations completed, documented, and submitted within the time frame requested.	Requested Department approval prior to using vehicle for key run.		Submitted to Contract Manager daily report and maintain facility log.	Completed by end of shift for each occurrence. File as needed.	Filed within time frame requested.
Required Service/Tasks	13. Area Control – Prevent Hostile Acts and Protect Personnel/Property	14. Respond, Investigate, and Report Emergencies and Accidents	15. Vehicle Key Runs	B. REPORTS/DOCUMENTATIONS	1. Daily Report and Facility Log	2. Non-employee Injury Report	3. Special Reports As Needed

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments	
C. EMPLOYEES					
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contract the contract the contract shall certify all employees who are in a designated sensitive position have passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract Employees who do not pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	□ Yes		
2. Staffing	Staffing levels are equal to or exceed contract requirements.	\$50 per occurrence.	□Yes □No □N/A		
3. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence.	□Yes □No □N/A		
4. Uniform and Appearance	Uniforms worn by all employees on the job. Contract specifications met.	\$50 per employee, per occurrence.	□Yes □No □N/A		
5. Courtesy and Professionalism	Contract specifications met. Duty Guard is attentive.	\$25 per employee, per occurrence.	□Yes □No □N/A		

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Accessibility and Responsiveness	Duty officer shall maintain working mobile phone charged and operational at all times with number provided to the CM/PWR in the event of an emergency. Additionally, each duty guard shall be equipped with two-way radio on their person at all times in the event cell service is out of range or inoperable for any reason.	\$50 per employee, per occurrence.	□Yes □ No □ N/A	
7. Working Knowledge of Facility and Beat Security Book	Facility security function complete.	\$50 per employee, per occurrence.	□Yes □No □N/A	
8. Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	\$50 per employee, per occurrence.	□Yes □No □N/A	
9. Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	\$50 per employee, per occurrence.	□Yes □No □N/A	
D. SUPERVISOR/MANAGERS				
Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	□Yes □No □N/A	
Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in	□Yes □No	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
		the specifications.	N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	□Yes □No □N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	□Yes □No □N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
6. Assures Proper Assignment Coverage	Assignments covered.	\$50 per employee; per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
7. Updates Post Procedures	Facility books updated in timely manner.	\$25 per occurrence.	□Yes □No □N/A	
8. Responds to Incidents / Provides Backup	Provide assistance as required.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

	lure Compliance Comments	. □Yes □ No □ N/A	. □Yes □No □N/A	□Yes □No □N/A	□Yes □No □N/A	-	ial	ole	: □Yes □No
	Deductions for Failure to Meet Performance Indicator*	\$50 per occurrence; possible suspension.	\$50 per occurrence; possible suspension.	\$50 per occurrence.	\$25 per occurrence.		\$100 per day; work/contract potential suspension; possible termination for default of contract.	\$100 per day; possible suspension; possible termination for default of contract.	\$200 per occurrence.
	Performance Indicator	Capable of working with and training in radio procedures.	Drive vehicle as required.	Complete investigations in a timely manner.	Complete on time as required.		Certifications submitted before implementation of contract and on a timely basis there-after.	Valid bond is furnished and not allowed to lapse.	Maintain all required documents as specified in
of any part of this confidet.	Required Service/Tasks	9. Working Knowledge of Radio Procedures	10. Drives Vehicle	11. Conducts Investigation	12. Reviews Subordinates' Reports	E. CONTRACT ADMINSTRATION	1. Insurance Certifications	2. Provide Performance Bond	3. Record Retention & Inspection/Audit Settlement

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. License and Certification	All licenses and certifications required to perform the work such as baton certification, cardiopulmonary certification, CDL Class "3" and Social Security.	\$100 per day; possible suspension; possible termination for default of contract.	□ Yes □ No □ N/A	
5. Assignment and Delegation	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.	\$200 per day the County is not informed of this change; potential suspension; possible termination for default of contract.	□ Yes □ No □ N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	□Yes □No □N/A	

SECURITY SERVICE GROUP LOCATIONS AND SCHEDULES

LOS ANGELES COUNTY PUBLIC WORKS

Work locations will be within the County of Los Angeles at various Public Works locations. Schedules and security service type (armed or unarmed) are as shown in Figure 1 below unless otherwise specified, schedules are subject to change at the sole discretion of the County as service needs may vary. Designated on-call hours may be used for any additional hours of service not otherwise represented in the schedules below. Contractor shall deploy security officer(s) of the level indicated for each respective site and perform any and all checks, inspections, walk-throughs, patrols, lock-ups, reports, as required in post details outlined in Figure 2 or by request of the Contract Manager or on-site designee for each site. Contractor shall bill in accordance with the hourly rates on Form PW-2.1b through PW-2.4b for the given Contract term and for the level and rate of security requested by the Contract Manager for actual security service hours provided.

GROUP B: East Region

Contract Manager: Shabnam Noroozi Hageali Contact: (626) 300-2306 snoroozi@pw.lacounty.gov

Figure 1

SITE	LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	GUARD DESIGNATION	SERVICE DAYS & SCHEDULE	ESTIMATED HOURS
1.	RIO HONDO SPREADING GROUNDS 353 S. Van Norman Rd. Montebello, CA 90640	Robert Gresham rgresham@pw.lacounty.gov (562) 315-6114	Security Officer (Armed)	Monday – Sunday 11 pm to 6 am 7 hrs. daily	2,548
2.	SAN GABRIEL SPREADING GROUNDS 9618 East Whittier Blvd. Pico Rivera, CA 90660	Robert Gresham rgresham@pw.lacounty.gov (562) 315-6114	Security Officer (Armed)	Monday – Sunday 12 pm to 6 am 6 hrs. daily	2,184
3.	SAN GABRIEL / RIO HONDO ET. AL. BASIN PATROLS Patrols are defined by the Contract Manager. Scheduled service days and hours may vary.	Robert Gresham rgresham@pw.lacounty.gov (562) 315-6114	Security Officer (Unarmed)	Monday – Friday 5 pm to 7 am 14 hrs. daily Saturday – Sunday 5 am to 5 am 24 hrs. daily	6,136
4.	ON-CALL	TBD*	Security Officer (Armed)	Varies	1,500
5.	ON-CALL	TBD*	Security Officer (Unarmed)	Varies	1,500
6.	ON-CALL	TBD*	Sergeant-Armed (Supervisor)	Varies	500
7.	ON-CALL	TBD*	Lieutenant-Armed (Manager)	Varies	500
			TOTAL HOURS f	or On-Call Security:	4,000
			TOTAL OVERALL	SECURITY HOURS:	14,868

^{*}Security Guard designation (armed or unarmed) for any on-call services will be determined at the time of the request and will be billed in accordance with the hourly rate for the requested level of the officer. The on-site designee if any, for on-call services shall be provided at the time of an on-call request.

Security Officers shall provide service in accordance with the post orders per location as detailed in Figure 2 below. Details of each post are subject to modification at the sole discretion of the CM/PWR or on-site designee. Failure to deliver the tasks included in the post details may be deemed as contractor negligence or nonperformance, and may result in withholding of payment, remedies in accordance with Exhibit F, Performance Requirements Summary, and/or assessment of liquidated damages.

Mileage for vehicular patrols, if any, will be reimbursed at the County's mileage permittee rate in addition to the officer's normal hourly unit rate. Mileage incurred by the contractor to arrive to the work location is not applicable.

Figure 2 **RIO HONDO SPREADING GROUNDS** 353 S. Van Norman Road 1. Montebello, California, 90640 SAN GABRIEL SPREADING GROUNDS 9618 East Whittier Blvd. 2. Pico Rivera, California, 90660 SAN GABRIEL / RIO HONDO ET. AL. BASIN PATROLS 3. Varies – To be determined by CM/PWR • Arrival Procedure: Security Officer shall arrive on time and check-in with the CM/PWR prior to reporting to their post. Where applicable, the incoming Security Officer shall check-in with the outgoing Officer. Security Officer shall be equipped with mobile device charged, enabled and fully functional for the shift, and shall provide contact info to the CM or designated PWR. Any areas of specific detail will be communicated between officer and CM/PWR at shift start. When applicable, the outgoing Officer shall share information with the incoming Officer. Patrol Requirement: [Site 1] On-site foot patrols will be required of the Security Officer on duty, patrol routes will be at the discretion of the CM/PWR and shall be conducted with use of a Detex wand or other electronic tracking acceptable to the CM/PWR throughout the shift. [Sites 2 and 3] Security Officer on duty will conduct vehicle patrols of specific areas along the site **POST DETAILS** location at the direction of the CM/PWR. Security Officer on duty shall remain attentive and responsive at all times and observe and report any suspicious activity, including monitoring all entry points, and walls/fences to ensure there is no loitering or unauthorized breach of the premises. Security Officer on duty shall monitor all points of emphasis and County equipment to ensure safety of premises and property are secure. Required Record/Log: Security Officer on duty shall document all activity and observations made during each shift which may be pertinent to site security including but not limited to; visitors, suspicious noises, attempted breaches, potential vulnerabilities, etc. Shifts inclusive of vehicle patrolling must provide mileage reading at the start and end times for each shift to be eliqible for reimbursement. Mileage readings may be subject to verification by the CM or PWR. · Shift End Procedure: Security Officer shall provide Daily Log of shift details in a format acceptable to the CM/PWR. Security Officer shall check-out with the CM/PWR or on-site designee and relieve their post as scheduled upon check-out. When applicable, Duty Officer shall relieve their post only upon arrival and shift commencement of the incoming Security Officer.

CONTRACT DISCREPANCY REPORT

1.	USER COMPLAINT (to be completed by Contract Manager)
	Today's Date:
	Facility
	Employee Name
	Employee Classification
	Date of Unacceptable Performance
	Description of Unacceptable Performance
	Has this type of unacceptable performance occurred before?:
	Yes No If yes, when?
2.	Contractor Response (to be completed by the Contractor's Contract Director)
	Date received from County:
Correc	ctive Action:
	o Prevent Recurrence:
Signed	Contractor's Contract Director
Return	to Contract Manager

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

		DATE:	
		TO:	
		FROM:	
In accordance with for Contract Devia		ity Services fo	r Los Angeles County Public Works
Facility		-	
Date		_	
Shift		-	
Amount of Deduct	ion \$		

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to your Contract Manager within five calendar days of receipt of this notification. Failure to respond within the five-day period will be construed as acceptance of the proposed adjustments.

Attach. Contract Discrepancy Report (Exhibit H)

EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY

TO:

10	Contract Manager/PWR	
FRON	Л:	
	A:Contractor (firm name)	
this C field fa replac or not	undersigned, agree to return to Los Angeles County Public Wor ontract for Security Services at the Public Worksacility), all items (listed below) issued to me by the County. I also cement of any County equipment issued to me, if damaged or lost returned upon termination of this Contract with Public Works.	(name of so agree to pay for the st through negligence,
		CONDITION
1.	EQUIPMENT	CONDITION
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
Date:	Contract Manager:	
Date:	Contractor (Firm Name):	
Date:	Contractor's Authorized Signature:	

STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

I,, do hereby report the loss of the
(Identify what equipment was lost/stolen.) The wa LOST/STOLEN under the following circumstances, and cannot be found. (In the space)
LOST/STOLEN under the following circumstances, and cannot be found. (In the spac provided below, explain the circumstances under which the item or items wer LOST/STOLEN.)
Date of Loss:
Police Agency Report to:
Date of Report:
Contractor (Firm Name):
Contract Manager/PWR signature:

BOND FOR FAITHFUL PERFORMANCE

KNO	W ALL MEN BY THESE PRESENTS:					
That	That we, (Contractor/Principal)					
ae nri	incipal, and					
as pri	ilicipai, aliu	(Surety)				
	rety, are held and firmly bound unto the LOS ANGELES, State of California (hereinafter (PRKS AND COUNTY OF		
			Dollars (\$)		
	I money of the United States, for the pay elves, jointly and severally, firmly by these p		um, well and trul	y to be made, we bind		
enter Field	condition of the above obligation is such that into a written contract with the County for Se Locations, Group and is required by said contract.	ecurity Services f	or Public Works S	tormwater Maintenance		
of sai this o paym Coun and th	T, THEREFORE, if said principal shall well are decontract on its part to be done and perform bligation shall be null and void, otherwise it tent by said County to said principal shall exity shall have actual notice that such payment only to the extent that such payment shall of such premature payment.	med at the times shall be and remonerate any sure nt is premature a	and in the manne nain in full force ar ty unless the Boar It the time and it is	r specified therein, then nd effect. No premature rd of Supervisors of said ordered by said Board,		
which surety either the su work, (25%	greed that any alterations in the work to be do may be made pursuant to the terms of said y hereunder, nor shall any extensions of the the principal or surety, and notice of such a urety, provided, however, that if any alteration or which will increase the total amount to be the written consent of the surety shall be	contract, shall not time granted un lterations or exte ons are made who pe paid to the coefirst obtained.	ot in any way relea der the provisions nsions of the cont hich will alter the o ntractor by more t	se either the principal or of said contract release ract is hereby waived by general character of the han twenty-five percent		
WITN	IESS our hands this	——— day of				
Ву		Ву		(0)		
	(Contractor/Principal)			(Surety)		
Ву	Its	Ву	Ite Δt	torney-in-fact		
Ву	no	D.,	ilə Al	torney-iii-iaot		
Ъу	Its	Ву	Its At	torney-in-fact		
Ву		Ву		-		
,	Its	. – <i>j</i>	Its			





Tuesday, March 14, 2023

A SECURITY PARTNERSHIP PROGRAM FOR

THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Security Services for
Various Public Works Stormwater Maintenance Field
Locations
(BRC0000374)

Local Address

14241 Firestone Blvd., Suite 400 La Mirada, CA 90638

Primary Contact

Carl Cunningham, General Manager

415-760-8116

carlcunningham@patrolsolutions.com

2. TABLE OF CONTENTS

2. TAI	BLE OF CONTENTS	2
3. LET	TER OF TRANSMITTAL	4
	PPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES	
5. EXI	PERIENCE	7
	Introduction	7
	Objective	7
	Background: Company Profile	7
	Organizational Chart	8
	Key Staff	10
	Description of Experience	23
	References	24
	Minimum Mandatory Requirements Compliance	26
6. WC	DRK PLAN	.27
	Approach to the Scope of Work	27
	Staffing Plan	29
	Security Director	31
	Training Programs	31
	Equipment	35
	Transition Plan and Timeframes	37
	Random Site Inspections	39
	Security Guard Background Checks	40
	Form LW-8	41
7. QU	ALITY ASSURANCE PROGRAM	.61
	A. Policies and Procedures for Quality Control	61
	B. Inspection Fundamentals	63
	C. Quality Control Documentation, Review, and Reporting	69
8. NO	SUBCONTRACTORS	.74
9. FIN	ANCIAL RESOURCES	.75
10. LI	CENSES AND CERTIFICATIONS	.82
	PPO License	
11. IN	SURANCE AND BONDS	.83
	Form PW-13	83

Form PW-1684
12. RECORD KEEPING85
Form LW-985
13. FORMS LIST93
Declaration for Armed and Unarmed Security Services for Public Works Headquarters Complex (BRC0000344)93
PW-1: Proposer's Organization Questionnaire/Affidavit94
PW-2.1-2.5: Schedule of Prices96
PW-3: Certification of Compliance
PW-4: Contractor's Industrial Safety Record
PW-5: Request for Preference Consideration124
PW-6: Proposer's Reference List
PW-7: Equal Employment Opportunity Certification127
PW-9: Proposer's Debarment History and List of Terminated Contracts128
PW-10: Community Business Enterprise (CBE) Information
PW-12: Proposer's Pending Litigations and Judgments
PW-13: Proposer's Insurance Compliance and Affirmation
PW-14: COVID-19 Vaccination Certification of Compliance
PW-15: Statement of Equipment Form134
PW-16: Compliance with the Minimum Mandatory Requirements
14. LIVING WAGE ORDINANCE
15. BID GUARANTY
16. ADDITIONAL INFORMATION

3. LETTER OF TRANSMITTAL

Dear County of Los Angeles,

Patrol Solutions sincerely appreciates the opportunity to present this proposal for serving the unique security requirements of the Department of Public Works. It is the goal of my company, Patrol Solutions, to protect your employees, patrons, and property in a responsive and responsible manner. I have partnered with industry-leading security professionals who share my vision of emphasizing customer service in our security. We comprise the leadership of this company, and we all understand how important it is to give each client our full attention and respond whenever things may come up.

We take great pride in adapting our security service in order to meet the specific needs of each and every client. Our entire management team, especially Director of Operations Felix Guerrero and the local team, will work to develop strong working relationships with County staff and local law enforcement in order to deliver processes and training requirements specific to this contract. Patrol Solutions constantly analyzes ways in which we can further enhance our services with software, technology, and management in order to support the dynamic needs of the Department of Public Works. The complexity of the project requires us to be adaptive and responsive, and we are sure these additions will continue to increase the effectiveness of our armed and unarmed security services. All members of our upper management team have a great deal of experience serving government agencies with multiple facilities. Felix, who will be the manager overseeing the contract, has direct experience serving the DPW HQ in the past, when he worked for another security company. He also has plenty of additional experience managing security for other major public utilities entities, such as the City of Glendale Water & Power.

Patrol Solutions is a California-based regional security company which has proven to be resourceful with large scale capacity. Recent successes include ramping up multiple emergency response security programs. These programs include an 85-officer deployment in 1 week (San Francisco), 10 armed officers in the same day (LA), and a 10-officer, 10-site deployment in 24 hours (Inland Empire and LA). Our management team is also experienced serving major public agencies throughout California, and we apply best practices in all instances.

Patrol Solutions is built on a strong and reliable foundation: our people, our training, our processes, and our supervision to assure quality. Patrol Solutions fosters a strong sense of accountability and ownership across the organization. At Patrol Solutions, the entire team performs as one body, conditioned to support one another. Together, we are focused on delivering outstanding customer service. Patrol Solutions has read and reviewed the RFP and understands the nature of the work to be accomplished. After you have evaluated our proposal, we are confident that you will find that Patrol Solutions is highly suited and well qualified to meet and exceed your specific security needs.

The individuals authorized to represent the company are:

Klinton Kehoe, CEO | 6060 Sunrise Vista Dr., Suite 1500 | Citrus Heights, CA 95610 | 916-757-3451 | klintonkehoe@patrolsolutions.com

Carl Cunningham, General Manager | 1828 Salvio St. | Concord, CA 94520 | 415-760-8116 | carlcunningham@patrolsolutions.com

Please let us know if we can provide you with any additional information.

Respectfully,

Carl Cunningham
Carl Cunningham, General Manager

Carl Cunningham, General Manager carlcunningham@patrolsolutions.com | 415-760-8116

B1311-1326 12/09/2022 2:15 PM Received by California Secretary of State

4. SUPPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES

Statement of Information





BAZUZZIZS



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY

California Secretary of State 1500 11th Street Sacramento, California 95814 (916) 653-3516 -FILED-

For Office Use Only

File No.: BA20221231238 Date Filed: 12/9/2022

Entity Details	
Limited Liability Company Name	PATROL SOLUTIONS, LLC
Entity No.	201629910319
Formed In	CALIFORNIA
Street Address of Principal Office of LLC	
Principal Address	6060 SUNRISE VISTA
	1500 CITRUS HEIGHTS, CA 95610
	CITIOS TIETOTTO, OA 33010
Mailing Address of LLC Mailing Address	COCO CLINDICE VICTA
Mailing Address	6060 SUNRISE VISTA 1500
	CITRUS HEIGHTS, CA 95610
Attention	
Street Address of California Office of LLC	
Street Address of California Office	6060 SUNRISE VISTA
	1500
	CITRUS HEIGHTS, CA 95610
Manager(s) or Member(s)	
Manager or Member Name	Manager or Member Address
 Klinton Kehoe 	2348 JUNCTION CT
	RANCHO CORDOVA, CA 95670
Agent for Service of Process	
California Registered Corporate Agent (1505)	
Type of Business	
Type of Business	SECURITY
Email Notifications	
Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.
Chief Executive Officer (CEO)	
CEO Name	CEO Address
■ Klinton O Kehoe	2348 JUNCTION CT RANCHO CORDOVA, CA 95670

Labor Judgment

No Manager or Member of this Limited Liability Company has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Page 1 of 2

PROPOSAL

B1

C	J
Ē	4
۲	4
1	1
۲	-
(J
Ň	S
۰,	J
۲	4
N	S
-	-
C	>
V	
-	_
Ν	S
C	\supset
r	3
'n	S
Ν	S
	4
(Л
h	d
3	Š
	_
b	d
a)
Ċ)
a)
۲	d.
<	4
a	Ó
Ċ	2
۲	2,
<	4
(2
Ω)
ŀ	_
H	d e
۲	ħ
C)
۲	4
E	3
۲	d.
Ω)
000	D
a)
C)
۰	۲.
()
r	+
Ω	3
۲	5
4	
	2
	4
C	2
0	2
0	0
0	th C
-	† C †
-	† C †
0	† C †
7	† C †
ר טרמר	† C †
ר טרמר	† C †
ר טרמר	† C †

Page 2 of 2

5. EXPERIENCE

Introduction

Patrol Solutions (PS) is pleased to present this proposal for providing the County of Los Angeles Department of Public Works (County) a comprehensive and industry-leading security program in response to the RFP for Security Services for Various Public Works Stormwater Maintenance Field Locations (BRC0000374). PS is ideally qualified to provide security services for these locations, and meets or exceeds all requirements as outlined in the RFP. PS has developed a thorough understanding of the requirements that are directly comparable to your security needs, including areas such as critical infrastructure, facility security, patrol procedures, employee safety, customer service, and cultural sensitivity. In addition, our director of operations, Felix Guerrero, has direct experience managing the security program for the DPW in the past when he worked for another security company.

Objective

Our overall objective is to design and implement a comprehensive security program that will meet and exceed your expectations, and deliver exceptional security services by a highly trained and professional staff. We have read and reviewed the scope of work and understand your objectives. Our team of security professionals assesses your site and your requirements, plans a customized security program, implements the solution, and consistently maintains quality services throughout the duration of the contract. We use the following key components, processes, and philosophies to meet this objective:

- Detailed, organized, and clear processes that are communicated to the officers and management team.
- Strict hiring standards and procedures with extensive security and background checks.
- Well-balanced employee compensation package to attract and retain quality employees.
- Ongoing supervision, quality control, and support. Disciplined and verifiable on-site field inspection standards and procedures.
- Reliable guard tour system to ensure maximum client satisfaction.
- Regular performance evaluation of employees, processes, and security program.
- Well-established and communicated corporate philosophies and professional leadership skills and team. Exceptional experience serving government agencies, including public utilities and public works departments, as well as contracts requiring vehicle patrols and multiple sites.

Background: Company Profile

Patrol Solutions as a company was founded in 2010 under its original name of Tactical K-9 & Patrol Solutions in California in an effort to bridge the gap between law enforcement and security services by training officers to "police" an area in an engaged manner — meaning the regulation and control of a community, especially for the maintenance of public order, safety, and health. This is a level above the standard detect, deter, observe, and report protocols held by most private security companies. We accomplish this increased vigilance through officer support, training, supervision, individual professional development, and our emphasis on the employee pipeline. We have a train-your-replacement methodology that brings people together for a common cause — primarily the successful execution of objectives in a positive environment. In 2016, Klinton Kehoe (the CEO) became owner of the company and officially shortened the name to "Patrol Solutions."

In a roundabout way, Patrol Solutions has benefitted from the recent trend of international companies' constant acquisition of regional security firms. We have been able to hire top performing security managers specifically to inject a customer-oriented experience for clients who are interested in a responsive, attentive, and accessible security management team that really puts the client at the forefront. Thus, our company is comprised of a management and leadership base of experienced security professionals who prefer working in a more personal environment with a more local scale. Patrol Solutions works to provide responsive decision making to every individual client, and also strives to recognize each employee's efforts and contributions while providing a road to successful career development. By fostering a sense of personal responsibility within each manager, supervisor, and security officer, the entire team is focused on delivering fantastic customer service for all of our clients.

Patrol Solutions, LLC (doing business as: Patrol Solutions), is headquartered in Citrus Heights, California, and has been providing armed and unarmed contract security services to a wide variety of markets since 2010. We are a limited liability company. Our clients include government agencies and municipalities as well as various types of properties and entities in the private sector. With a custom-tailored approach to each of our clients' security needs, PS provides unmatched security solutions to meet the specific needs of different agencies and businesses.

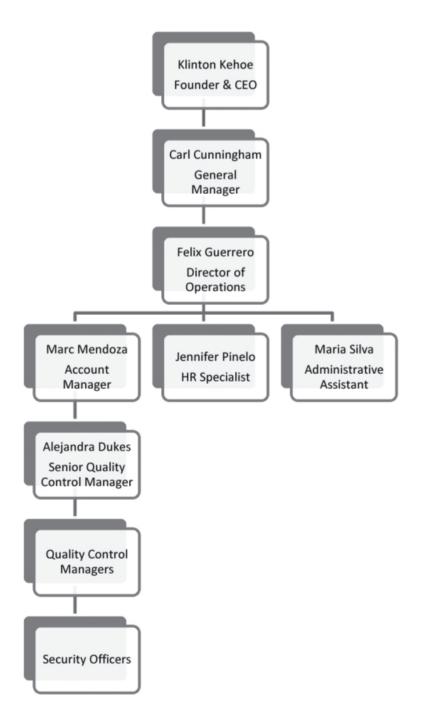
Patrol Solutions specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. PS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge and receptionist services; security console operation; dispatch services; bike and Segway patrols; alarm response; inmate watch services; and other specialized client-requested security. We serve a variety of government agencies as well as private entities. PS operates out of five offices throughout California and employs about 170 security officers. PS is licensed as a qualified security patrol operator by the state of California/Bureau of Security and Investigative Services (license number PPO 119966). Our offices are located in Citrus Heights, Concord, Sunnyvale, La Mirada, and San Bernardino.

For the Department of Public Works Stormwater Maintenance Field Locations project, we will operate out of our La Mirada office.

The key point of contact for a contract resulting from this RFP is Carl Cunningham, the general manager. He is based out of the Concord office (1828 Salvio St. | Concord, CA 94520) and his phone number is 415-760-8116.

Organizational Chart

Felix Guerrero will oversee this contract. He has over 20 years' worth of experience in the security industry, and has been serving in a managerial capacity since 2009. Currently, he is Patrol Solutions' director of operations. Klinton Kehoe (CEO) and Carl Cunningham (General Manager) will assist during the transition and contract management, and provide ongoing support as needed. Felix is the director of operations and will lead and oversee the local team in providing services. He is based in our La Mirada office. Marc Mendoza is the proposed account manager who will provide daily management for the project and serve as the daily point of contact. Our senior quality control manager is Alejandra Dukes. QCMs perform unannounced site inspections to ensure that field officers are performing their duties with all due excellence. Jennifer Pinelo is the HR specialist in the LA region and will assist with recruiting, hiring, onboarding, and other HR matters. Maria Silva is the administrative assistant who provides logistical and administrative support from the local office.



Key Staff

Klinton Kehoe CEO & Founder



Expertise

Security Operations,
Operations Management,
Customer Service,
Business Planning and
Development, Workplace
Injury Prevention,
Security Program
Development

Professional Affiliations

American Society of Industrial Security (ASIS)

BSIS

Klinton Kehoe is the CEO and owner of Patrol Solutions. He originally entered the private security industry as a security officer for a regional security company. Less than half a year into his career, he found that he was clearly well-suited for the job and was promoted to be a training manager. He quickly earned numerous training certifications and became qualified to train security officers.

In addition to his capabilities as a trainer, he was also promoted to be a shift manager. In this role, Klinton managed a security program with 100 officers assigned to the project. He managed deployments, breaks, schedules, and performance reviews. As he continued progressing in his career, Klinton began taking on more operational, "big picture" roles and he eventually managed over seventy clients and properties. As a field manager, he also conducted in-person site checks to personally supervise and train officers in the field.

Going to his sites also instilled in him the importance of great customer service. Seeing firsthand how much clients valued clear lines of communication, honesty, and personal accountability, Klinton knew that his responsiveness and responsibility as a manager would always have meaning and add value to the security program.

It is precisely that attitude that helped him build Tactical K-9 & Patrol Solutions, the company that would eventually be known as simply Patrol Solutions.

Carl Cunningham General Manager



Expertise

Business Management,
Business Development,
Security Operations,
Workplace Injury
Prevention, Healthcare
Security Program
Development, High Rise
and Commercial Building
Certifications

Professional Affiliations

American Society of Industrial Security (ASIS), **Building Operators and** Managers Association (BOMA), Institute of Real **Estate Management** (IREM), California Association of Community Managers (CACM), International Association for Healthcare Security & Safety (IAHSS), San Francisco Electronic Crimes Task Force (Secret Service), Northern California Regional Intelligence Center (Department of Homeland Security), InfraGard (FBI)

Carl Cunningham partnered with Patrol Solutions, founded in 2010, after a ten-year stint as the primary business development manager at Cypress Private Security. After Cypress was bought out by one of the international security firms, the Patrol Solutions partnership was created specifically to provide a customer-oriented experience for clients, as well as for the officers who support the objectives of the project.

Patrol Solutions is comprised of a management and leadership base of the best-in-class security managers. Patrol Solutions works to provide responsive decision making to every individual client, and also strives to recognize each employee's efforts and contributions while providing a road to successful career development.

Carl enjoys the camaraderie, not only between employees, but between the company and clients. The personal consideration a client receives is something Carl truly values in his work and strives to provide.

One of his many talents is the ability to provide a great deal of attention to each individual client, as he builds each client's relationship with the Patrol Solutions management team. When meeting with clients, he accurately and helpfully applies his knowledge of the security industry to diagnose the specific services they need for their site. His clients have long appreciated the sincerity and thoughtfulness he provides as he addresses all of their security concerns.

With over 20 years of experience in operations, sales, and marketing, Carl has vast knowledge in the security and business management fields. He is responsible for all areas of business development and takes a long-term approach to cultivating business partnerships with clients, ensuring a customized security program that meets their needs.

Felix Guerrero <u>Director of Operations</u>



Expertise

Security Operations,
Security Training Plans,
Leadership and
Management, Firearms,
High Risk Security
Programs, Security Patrol
Procedures, Loss
Prevention Strategies,
Security Operational
Support and Oversight,
Weapons of Mass
Destruction, Public
Relations, Public Safety,
Premises Liability, Officer
Safety

Education

Metropolitan High School, Rio Hondo College, Firearms Training Academy

Certificates/Affiliations
BSIS, FEMA, DSMA, CPI
FEMA: Basic Workplace
Security Awareness;
FEMA: Workplace
Violence Awareness;
FEMA: Active Shooter;
FEMA: Introduction to the
Incident Command
Center; Downtown
Security Manager's
Association; Certified
Firearms Instructor

Felix Guerrero joined Patrol Solutions in 2020 after working in the security industry for over twenty-two years, spending most of his career as a project start-up manager, operations manager, and training administrator.

Prior to partnering with Patrol Solutions, Felix worked at Cypress Private Security for ten years, until Cypress was bought out by Allied Universal. Thus, he joined Patrol Solutions, a company where every client would receive great personal attention and care. Possessing an astute understanding of client needs, Felix prides himself on providing superb customer service and works tirelessly to address and remedy any operational issues in a timely manner.

As a certified firearms instructor, Felix understands the gravity of responsibility. His years of experience have enabled him to oversee high risk security operations staffed by armed officers, and his expertise in defusing conflicts has allowed him to minimize the threat of incidents. During his time at Cypress, Mr. Guerrero managed over 40 armed guards in the Los Angeles area.

In addition, Felix gained deep insight into the inner workings of managing, training, and developing staff. He has overseen relevant security projects in the retail and logistics industry at Technicolor Distribution Center, APL Logistics, Menlo World Wide, and HP Logistics. Under his guidance, his teams consistently aided clients' loss prevention programs, reducing theft and recovering merchandise.

Felix is a firm believer in teamwork. He is a member of the Downtown Security Manager's Association, an organization of security and law enforcement professionals recognizing homeland security efforts in L.A. Together, members exchange information and share best practices for mutual benefit. The synergy produced by mutual cooperation transcends negative stereotypes occasionally found in the security industry. Whether providing security services for government municipalities or private companies, his history clearly demonstrates a pattern of success. Felix's skills and experience make him a dependable and trusted frontline contact for all domestic security operations.

FELIX GUERRERO

EXPERIENCE:

April 2009 - 2019

Cypress Private Security, LLC Santa Fe Springs, CA Regional Manager and Training Administrator

October 2000 - April 2009 Akal Security Santa Fe Springs, CA Field/Operation Manager

October 1998 - October 2000

ADT BELAIR PATROL HOWTHORNE, CA Patrol Officer (Residential and Commercial)

Primary duties:

- Maintaining consistent communication between property supervisor, employees, contractors, and security officers.
- · Responsible for making high decisions when necessary.
- · Submit clear daily activities reports, incident reports, and facilities reports; update work schedules daily.
- · Interview clients to assess needs and establish rapport.
- Consulted with clients to explain procedures and respond to questions.
- · Response to residential and commercial alarms, secure exterior and interior of property.
- Give a professional presence and communicate clearly.
- Mediated between clients, community members, city and county planning departments, and law enforcement agencies to
 ensure communication flow and resolve concerns.
- Inspect sites for compliance with state and contract regulations.
- Prioritize and coordinate tasks to complete projects within deadlines.
- Pre-Employment orientation and basic training.
- Emergency and disaster preparedness plans.
- Implement environmental health and safety policies and procedures.
- Manage branch office.
- Responsible of branch P&L/branch budget.
- Employee schedules.
- Client billing/invoicing.
- Branch office overtime.
- Branch office & client inventory.
- On call 24/7.

Core Strengths

- Highly focused and committed professional with a record of consistency and deliver of quality service. Detailed-oriented with twelve years of protecting assets and maximizing safety.
- Effectively apply strong problem solving skills in a variety of solutions. Respond rapidly and appropriately to an array of situations. Evaluate problems and make astute decisions to bring about positive outcomes.
- Highly skilled in responding to emergency situations & providing crisis intervention. Effectively respond to medical emergencies possible fire hazards. Conduct crowd controls & evacuations protocols.
- Regarded for committed work ethic and ability to effectively relate across all levels of leadership as well as with tenants, coworkers and members of the community at large. Have a rich understanding of a multitude of cultures and customs.
 Strong interpersonal communications. Ability to lead and motivate employees.

Education/Training

Metropolitan High School 1996-1998

Rio Hondo College 1999 – 2000 No Degree

- · FEMA: Basic Workplace Security Awareness
- FEMA: Workplace Violence Awareness
- · FEMA: Active Shooter
- FEMA: Introduction to the Incident Command System
- · Downtown Security Manager's Association an organization
- CPI: Prepare Training Program (Respect, Service and Safety at Work)
- American Red Cross: First Aid/CPR AED Instructor
- Taser Training Academy: Taser Instructor
- Safariland Training group: OC Instructor
- Firearm Training Academy : BSIS Guard Card, Expose Firearm permit, Baton PR24, Tear Gas

Technical Skills

Microsoft Word, Microsoft Excel, Power point, Microsoft Office Outlook, WinTeam, Valiant, Time keeping Systems, CCTV, Yugma and administrative Office Duties

Languages Spoken

Fluent in English and Spanish

Marc Mendoza Account Manager



Expertise

Security Operations,
Security Assessments,
Security Training Plans,
Customer Service,
Supervision and
Management Leadership,
Critical City Infrastructure
Security Programs, Client
Relations

Education

Cal State University Northridge (B.A., Sociology)

Certificates/Affiliations

Peace Officer Standards and Training (Basic, Intermediate, Advanced) Certificates, Glendale Police Department, FBI Analysis and Interrogation Techniques, FEMA Incident Command System, California Narcotics Officer Association Undercover Operations, Dragnet Street Racing and Modified Vehicle Investigation

Marc Mendoza is the proposed account manager for the DPW HQ. He has a background in law enforcement, having served as a police officer in the Glendale Police Department from 1992 to 2011. Ever since 2011, he's worked in the private security industry.

Prior to joining Patrol Solutions, Marc was employed by Cypress Private Security, working under Felix Guerrero starting in 2013. There, he demonstrated the ability to handle a variety of challenges in a growth-oriented organization while managing diverse job responsibilities. As an operations manager and security director, he combined his operational security knowledge with customer service, as he regularly maintained communications with client liaisons and participated in administrative meetings with clients.

Thanks to his law enforcement experience, he is particularly knowledgeable about peace officer standards. He has completed basic, intermediate, and advanced POST training. Marc's expertise includes undercover operations (particularly anti-narcotics) and dragnet street operations and investigations. He has seen much over the course of his career. During his career as a police officer, he performed as a field training officer and was also assigned as a burglary/auto theft investigator.

In the private security industry, he has served as an operations manager in Glendale, Beverly Hills, and Valencia. His work experience includes performing scheduling, threat assessments, executive protection, and direct supervision. He also forged relationships with clients.

Marc and all of his training and experience will be a great benefit to the security program. His leadership, organizational skills, and his first-hand familiarity with fieldwork make him an ideal choice to serve as the full-time, dedicated assistant program manager. He will oversee every aspect of the project on a daily basis, maintaining contact with your representatives and providing oversight and guidance to all of the security supervisors and officers.



Marc Raymond Mendoza

Education

June 2004 Cal State University Northridge

Northridge, California

Bachelor of Arts in Sociology

 Course work includes: Criminology, Social Research, Behavioral Studies, Statistics, and Psychology.

September 1988-May 1991 Glendale Community College Glendale, California Graduated 1988 Glendale High School Glendale, California

Work Experience

Cypress Private Security

Santa Fe Springs, California

Security Director

2014-2019

Provide leadership and direction in all areas of security. Directs and oversees the administration of security, establish and monitor long range organization goals and strategies. Oversees Scope of Work contracts are met. Attends meetings and collaborates with Administration and Board Directors to ensure security issues are met and resolved.

2011-2014 ABA Protection Valencia, California

Operations Manager

Job responsibilities include scheduling, threat assessments, managing executive protection accounts, supervise security personnel; manage assignments and deployment of off duty law enforcement personnel.

1992 - 2011

Glendale Police Department

Glendale, California

Police Officer

- Graduated from the LASD Sheriff's Reserve Academy class #70 on 06-29-92
- Graduated from the LASD Sheriff's Academy class #284 on 08-15-94
- Assignments included Patrol Officer, Field Training Officer and Detective.
- Job responsibilities include the following: Handling calls for service, customer service, and
 problem solving. Interviewing victims, witnesses, and suspects for criminal investigations;
 Investigations which included all criminal and non criminal incidents and documenting
 reports. Arresting and booking suspects. Training new field police officers and providing up
 to date training. Investigated criminal incidents with follow through, locating evidence, filing
 cases with the District Attorney, and testifying in court proceedings.
- Assigned as a Field Training Officer in 2003-2005.
- Assigned as a Burglary/Auto Theft Investigator in 2007-2010.

1988 – 1994 Sears Glendale, California

Loss Prevention Agent

 Job responsibilities include assets protection, monitoring CCTV, private arrest of shoplifters and other asset related incidents, and documenting reports.

Certificates

- · Peace Officer Standards and Training (POST) Basic Certificate
- POST Intermediate Certificate
- POST Advanced Certificate
- POST Certified Field Training Officer Course (40 hours POST Certified)
- POST Investigative Excellence Theft Cases 2009 Award
- · POST Drug Abuse Recognition
- LASD Basic Traffic Collision Investigation (40 hours POST Certified)
- · LASD Introduction to Community Policing
- LA County District Attorney Criminal Justice Institute Search and Seizure and Interrogation Law and Tactics
- Administration of Justice Search Warrants
- · LAPD Detective Symposium
- FBI Interviewing Analysis and Interrogation Techniques
- Workplace Drug Recognition for Supervisors and Employees
- · Identification of Counterfeit Optical Discs MPAA
- Taser X26 certified
- Surveillance Techniques
- · Burglary Foundation Specialty Course
- US Department of Homeland Security FEMA Incident Command System for Law Enforcement
- US Department of Homeland Security FEMA National Incident Management System
- · California Narcotics Officer Association (CNOA) Undercover Operations
- · CNOA Fitness and Nutrition Certified
- CNOA Narcotics and Street Development
- CNOA Basic Street Narcotics
- Drag Net Street Racing and Modified Vehicle Investigation

Professional Skills

- Strong organizational and interpersonal skills.
- Providing excellent customer service.
- Efficient, accurate and detail oriented.
- Strong written and verbal communication skills.

References

· Available upon request.

Jennifer Pinelo HR Specialist



Expertise

Human Resources, Talent Acquisition, Security Recruitment, Staffing and Hiring Processes, Customer Service, Administration

Education

Santa Monica College El Camino College Jennifer Pinelo is the HR specialist and recruiter for Patrol Solutions' Los Angeles region. In this role, she conducts the recruitment processes for all security accounts under her branch office's purview to ensure that high quality candidates are hired, trained, and assigned to our clients. She also assists with security officer orientation training, officer scheduling, and human resources matters. Jennifer also provides additional administrative support to the local management team.

Before joining Patrol Solutions, Jennifer performed the same functions for Cypress Private Security for several years. She has also worked at Allied Universal and Securitas as a security officer. Primarily, she specialized in access control, customer service as a lobby ambassador, report writing, badging, and camera surveillance. Her firsthand experience with field work makes her an excellent recruiter because she understands the qualities a candidate needs in order to be effective.

In addition to her work in the private security industry, Jennifer also has experience as a customer service specialist at Target. She also worked as a tax preparer for Benjamin Taxes Services.

All of her previous experience has prepared her well for her current role. In her previous work, she developed familiarity with administrative processes including data entry, handling confidential information, scheduling, inventory, assisting with office accounting, and detailed documentation.

Jennifer's willingness to engage clients, colleagues, and candidates, and her vested interest in seeking their best makes her an ideal recruiter and HR specialist for Patrol Solutions.

Maria Luz Silva Administrative Assistant



Expertise

Office Management, Customer Service, Record Keeping, Payroll, Data Entry, Dispatch, Budgeting, Recruitment Administrative Support, Aviation Security, Transportation Industry

Education

El Camino Compton College

Los Angeles County of Education

John C. Fremont High School

Certifications

Professional Per-Employment Certificate

Child Development Associate Degree Maria Luz Silva is an administrative assistant with expertise in office management. She joined Patrol Solutions in 2021 and provides a wide variety of administrative functions. These duties include answering incoming calls, maintaining the office space, handling personnel files, performing data entry, assisting with payroll and budgets, and assisting with the hiring process.

Prior to joining Patrol Solutions, Maria performed a similar role at Cypress Private Security. Her time there helped her refine her processes and establish best practices. In addition, she gained familiarity with a variety of different programs useful to her job functions, including Kwantek, SharePoint, QuickBooks, Valiant, and more.

Maria entered the security industry in 2016 after over a decade in other fields. Beginning as guard at an airport where she provided access control, personnel escort, plane searches, and fire watch duties, she developed a thorough understanding of delivering services in the field. Her field experience benefits her in her administrative role because she can effectively interview potential candidates and conduct new officer orientation with the proper context.

Her other experience includes working as an operations manager for a transportation company. There, she performed dispatch services, accounting, budgeting, and other management duties. Maria has also worked in education, as a teacher, for almost ten years.

All of Maria's experience points to her reliability and organizational skills. She is a natural teacher and communicator, and provides invaluable support to all of our local security projects.

Maria is also bilingual, as she is fluent in Spanish and English.

Alejandra Dukes Senior Quality Control Manager



Expertise

Security Operations,
Security Management,
Security Program Quality
Control Management,
Aviation Security,
Transportation
Operations, Record
Keeping, Office
Management, Payroll
Issues, Administrative
Support

Education

California Technical High

Certifications

BSIS

Alejandra Dukes is our senior quality control manager in the Los Angeles region. As the qualified inspector, Alejandra will directly oversee the program on a daily basis. She will perform unannounced site visits to manage officers in the field and make sure that everyone is doing their best work. As a QCM, she will be available to address any client concerns and feedback.

Prior to joining Patrol Solutions, Alejandra was a payroll clerk for another private security company. She took ownership of the payroll procedures as she gathered, reviewed, and calculated payroll data for over 500 employees. Before taking that management position, Alejandra also worked as a security officer for that same company, with the highlight being a seven-year stint at a major airport. She set up stanchions and managed crowd control functions. One of her other duties was to conduct physical searches of aircraft to make sure no suspicious items were on board, and to ensure that all security seals were in place and unbroken. In addition, she performed access control services at screening and document checkpoints, for passengers and also for airport/airline personnel. During her time at the airport, Alejandra also performed security patrols and inspections, and mastered the art of keeping detailed and organized logs.

Outside of security, Alejandra also worked in the transportation industry for over three years. In that capacity, she performed administrative functions including customer service, data entry, and supervising other office staff.

Alejandra's leadership, organizational skills, and first-hand familiarity with security fieldwork make her an excellent senior QCM with Patrol Solutions.



Professional Summary

Proven experience providing excellent customer service and administrative support with a background in the transportation industry and the unarmed security industry. Detail-oriented professional with strong people and time management abilities. Skilled at fielding customer and employee inquiries, providing answers and resolving complaints. Over 14 years' experience successfully performing numerous data entry and clerical tasks. A proven track record of efficiency and accuracy in managing multiple functions, solving problems, maintaining confidentiality and producing quality work.

Objective

Seeking a clerical position with a reputed company where my experience providing payroll support, customer service assistance, and proper attention to detail will be utilized in a professional environment.

Summary of Skills

- · Ability to work independently; strong data entry and clerical skills
- · Strong attention to detail and excellent problem-solving skills
- Skilled in handling office workloads independently and without delay
- Knowledge of office filing and record keeping
- · Ability to maintain integrity of confidential information
- · Thrive within detail-oriented, deadline-driven environments
- Reliable and punctual
- Proficient in Microsoft Office and Outlook

Work Experience

Payroll Clerk

Aviation Safeguards

3/1/2014 – Present Los Angeles, CA

- Gather, review, calculate and enter payroll data from handwritten timesheets using WinTEAM payroll module for over 500 employees
- · Review and verify source documents and calculate and post corrections
- Secure signature of employees on handwritten payroll documents
- Research and resolve payroll discrepancies by collecting and analyzing information
- Prepare and submit weekly report of paid time off and vacation hours
- Provide payroll information by answering questions and requests; address employee inquiries and requests daily
- Manage and maintain payroll documents
- Maintain employee confidence and protect payroll operations by keeping information confidential.

Unarmed Security Guard

4/13/2007 - 3/1/2014

Aviation Safeguards

Los Angeles, CA

- · Set up stanchions and established queuing order for passengers
- Assisted passengers with luggage and through screening and document checkpoints; directed passengers to less congested checkpoints to maintain flow
- Performed a physical search of aircraft to make sure that no suspicious items were on board and that all security seals were in place and unbroken
- Screened service personnel entering the aircraft and ensured that only authorized personnel gained access to the aircraft
- · Granted access to areas based on identification and kept logs of visitors
- Observed and reported unsafe or hazardous conditions immediately to my manager or proper authority

Customer Service

2/1/2004 - 4/13/2007

Ortega's Transport INC

Los Angeles, CA

- · Provided customer service and addressed customer issues in a timely manner
- Screened and directed calls; received and directed visitors
- Performed administrative and office activities for multiple supervisors
- Provided data entry support, including tabulating and posting of data in company software
- . Supervised a staff of 5; trained and supervised new office staff and evaluated their work
- Performed a variety of Internet research functions for office use
- Maintained office supplies and allocated supplies to appropriate departments
- · Operated photo-copier, fax machine, printer, and computer as required; performed filing

Education

High School Diploma California Technical High, Los Angeles, CA 2005

Description of Experience

Patrol Solutions' unique ability to combine financial strength, personnel development, disciplined execution, responsive management, and adaptive customer service has empowered us to meet the evolving needs of each and every client. Entities similar to the County find us to be the ideal security services partner. Our company's management team is accustomed to serving government clients who are dynamic in scope, magnitude, and complexity. Vast resources activated through well-defined management processes enable PS to meet the requirements of modern facilities and the demands of sophisticated clients. Our leadership team and management team are comprised of former Cypress Private Security managers, who have direct experience with serving the following accounts:

- Los Angeles Police Department
 - \$2 million per year
 - o 2/2017 to 06/2019
 - Unarmed and armed officers to provide security guard services through the entire LA Basin, including El Pueblo, libraries, public hygiene facilities, water treatment plants, city buildings, jails, and the police communication tower.
- Housing Authority of the City of Los Angeles
 - \$5.5. million per year
 - o 09/2013 to 11/2018
 - Armed and unarmed services for a major housing authority. Mobile patrols, foot patrols, access control, emergency response, concierge functions, customer services, CCTV monitoring, alarm systems, operation of X-Ray machines.
- City of Glendale
 - \$600,000 per year
 - o 04/2012 to 06/2019
 - Unarmed services for the City's libraries, public auditoriums, parking structures, office buildings, transit depot, Water & Power department facilities, and 27 parks. Duties include mobile and foot patrols, access control, lockup procedures, call response, and more.
- Civic Center BID (San Francisco)
 - \$500k per year
 - o 2/2018 to 06/2019
 - Unarmed security officers to provide visible deterrent to trespassing, vandalism, illegal camping, community engagement, with customer service through active patrolling, and incident reporting.
- Redondo Beach Transit Center
 - \$50,000 per year
 - o 01/2012 to 06/2019
 - Unarmed services for the transit center. Access control, foot patrol, emergency response.

- San Francisco Municipal Transportation Agency
 - \$7 million per year
 - o 09/2008 to 06/2019
 - Unarmed and armed services for the second-largest public transit system on the West Coast. Security provided for office buildings, vehicle yards, and other SFMTA facilities. Duties include operating a security operations control center, fare/revenue escort, access control, anti-graffiti unit, mobile and foot patrols, emergency response, and cooperating with local police.
- East Bay Municipal Utility District
 - o \$2.5 million per year
 - o 07/2004 to 06/2019
 - Unarmed services for 19 EBMUD sites, including office buildings, yards, water treatment plants, construction sites, water aqueducts, and wastewater facilities.
 Duties include operating a security operations control center, mobile patrols (including remote sites), foot patrols, access control, lockup procedures, emergency response, CCTV surveillance, cooperating with police.
- Department of General Services (Ronald M. George State Office Complex)
 - o \$3.1 million per year
 - o 5/2015 to 06/2019
 - Unarmed guards monitor cameras, access control, metal detectors, hand held wands, foot patrol of grounds including public areas, floors, and garages. We work in conjunction with CHP to provide security for California Supreme Court.

Our management team has directly served a number of major clients. Among the largest and most complex are the San Francisco Municipal Transportation Agency (SFMTA), the Los Angeles Police Department, the City of Glendale, and the East Bay Municipal Utility District. In addition to lobby duties, our team has experience with access control screening (visual, X-ray station, magnetometer, and wand screening) and the operation and monitoring of a variety of electronic security technology such as a proximity card access system and fire control center. Our leadership team regularly evaluates current policies and procedures in order to improve all aspects of security. Vigilant, ongoing evaluation of our security goals ensures that every facet of security meets its stated goals.

References

Patrol Solutions' experience in providing security services for operations similar to the County is extensive. We are proud to represent and support a range of clients in different industries as well as a variety of sites. Rest assured that when we develop your security program, we tap into decades' worth of collective knowledge and experience. We strive to earn each client's trust *every* day that we provide services for them. We believe that each of our clients is pleased with the security we provide. It is with great confidence we present to you this list of references.

- Arts District of Los Angeles Business Improvement District: Miguel Vargas, Executive Director
 - o 213-880-1332
 - 1801 E. 7th St. | Los Angeles, CA 90021
 - Miguel@artsdistrictla.org

- Unarmed officers provide bicycle, foot, and vehicle patrols of the business improvement district. Officers provide visible deterrent to trespassing, vandalism, and illegal camping.
 Special emphasis on community engagement, with customer service through active patrolling, and incident reporting.
- Our local manager, Felix Guerrero, has been serving ADLA since 2016. Patrol Solutions began 09/2020.
- Contra Costa Water District: Norberto Martinez, Facilities Maintenance Administrator
 - 0 925-688-8146
 - facilities@ccwater.com
 - o 01/08/21 to present
 - o 1331 Concord Ave. | Concord, CA 94520
 - As-needed security services. Vehicle and foot patrols, key control, regulating access, securing facilities/structures/open space, assisting authorized individuals. Serving the 13-acre campus.
- City of San Francisco Human Services Agency: Joseph Villatoro, Security Liaison Officer
 - o 415-850-6341
 - o 1440 Harrison St. | San Francisco, CA 94103
 - joseph.villatoro@sfgov.org
 - Access control and screening services for COVID response centers
 - o 06/15/2020 to present
 - Unarmed security services for multiple City-managed hotels and congregate sites. This
 project is part of the City of San Francisco HSA COVID emergency response. Duties
 include access control, foot patrols, emergency response, and serving as a visible
 deterrent to unwanted activities.
- Logix Federal Credit Union: Tyson Humpherys, Manager Safety & Security Operations
 - o **818-565-2155**
 - P.O. Box 6759 | Burbank, CA 91510
 - thumpherys@lfcu.com
 - Our local manager has been serving since 2016. Patrol Solutions began 04/2020.
 - COVID-related special coverage for nine locations throughout Los Angeles County

Felix Guerrero's References

Felix, our director of operations, had a great career in the security industry even before joining Patrol Solutions. The following references are contracts Felix personally managed when he worked for other security companies. He has prior experience serving the DPW headquarters security contract.

- Los Angeles County Department of Public Works (Headquarters): Robert Gresham, Contract Administrator
 - o 562.861.0316
 - RGRESHAM@dpw.lacounty.gov

- Provide lobby and field security services
- \$2 million annual
- Our Director of Operations, Felix Guerrero, personally managed this contract from March 2009 to February 2020
- Armed and unarmed services for the LAC DPW headquarters contract (various sites).
 Duties include lobby and field security services, gate and checkpoint monitoring, access control, security for construction projects, and special details (additional as-needed responsibilities). Patrol Solutions' Director of Operations, Felix Guerrero, personally managed this security contract.
- Los Angeles Police Department Security Division: Alejandro DiazValle, Contract Security Liaison Officer
 - o 213-978-4679
 - o 41897@lapd.online
 - Provide security for libraries, parks, commercial properties, and historical sites
 - \$2 million annual
 - Patrol Solutions' Director of Operations, Felix Guerrero, directly managed this contract from 2001-2009, and from 2016-February 2020
- City of Glendale Water & Power: Martin Powers, Project Manager Security
 - o 8181-937-8987
 - mpowers@glendaleca.gov
 - Unarmed coverage for GWP facilities including the water and power facilities. Mobile patrol coverage included various City public facilities including libraries and 27 parks.
 - o \$80,000 annual
 - Felix Guerrero directly managed this contract from March 2012-2019.

Minimum Mandatory Requirements Compliance

1. PPO License

PATROL SOLUTIONS

LICENSE NUMBER: 119966 LICENSE TYPE: PRIVATE PATROL OPERATOR LICENSE STATUS: CURRENT EXPIRATION DATE: FEBRUARY 28, 2025

SECONDARY STATUS: ADMINISTRATIVE FINE

CITY: CITRUS HEIGHTS STATE: CALIFORNIA COUNTY: SACRAMENTO ZIP: 95610

2. Years of Experience

Patrol Solutions was founded in 2010 and has been providing security services ever since, to both private and public institutions. All of our managing employees have well over five years of experience in security and surpass the minimum of three years of security supervisory experience.

3. Supervising Employee's Experience

As stated in our Key Staff profiles/team resumes, our supervising employee, Felix Guerrero, has well over the minimum three years of experience.

6. WORK PLAN

Approach to the Scope of Work

It is the goal of Patrol Solutions that all of our security services will ensure the safety of patrons, vendors, and your employees. By providing a visible presence, our officers serve as a visual deterrence to crime and other unwanted activities. By performing their duties in an engaged, alert, and responsive manner, officers will create a safe environment for everyone. Whenever possible, officers will assist patrons, vendors, and County employees as long as doing so does not compromise their security duties.

Our experienced and knowledgeable security management team begins by reviewing your stated needs. After assessing current security, our team then designs a new security program customized to your requirements and tailored specifically for your project. The Patrol Solutions approach when designing the best security program for you is to meticulously analyze the site: location (area), activities, public interest, and other stakeholders. In particular, PS pays special attention in addressing the following factors:

24/7 Quality Control Manager Program – Quality control managers are available 24/7 via phone, text, and email. They conduct proactive site checks and ensure that field officers are performing up to standards. They evaluate officers' uniforms and equipment, review daily activity reports, and assist with any patrol or protocol modifications. Their time of visit varies from day to day. QCMs are mobile (marked security vehicles) and also respond to any emergencies or incidents. They not only supervise and manage the officers in the field, but also reward and discipline them. If necessary, QCMs can assist in crosstraining officers. At PS, our QCMs personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

Unarmed and Armed Security – Whatever their assignment, officers will be trained to master the ins and outs of their specific post. They will learn general County rules and regulations, and gain familiarity with general site information so that they will be capable of responding to requests from patrons asking for assistance and service information. Security officers will observe and report daily activities, and prepare accurate and legible daily activity reports and incident reports (as needed). They will assist County personnel, police, and other law enforcement officials as necessary by providing perimeter access control, traffic direction, and other duties as needed. Armed officers undergo appropriate weapons training and maintain current certifications. They will be equipped with County-approved weapons.

Roving Patrols – Officers perform full patrols on a regular basis. These patrols include all areas of the site as designated by the post orders. A visible presence will serve as a deterrent to trespassers and crime, and increase general public safety. Officers will seek to prevent and minimize fire, theft, damage, graffiti, and other unwanted activities. As they make their rounds, they will also ensure that the facilities are secured (doors, windows, gates, locks, etc.). Any unusual incidents or hazardous conditions will be reported to the proper representative and logged.

Vehicle Patrols – Patrol Solutions will provide and maintain a minimum of three marked security vehicles for this project. Officers will undergo training to ensure safe and proper use of the vehicle within the DPW property.

Customer Service – All PS officers must undergo and complete customer service training. Officers will support County employees in any capacity as long as the officers can safely complete their post duties. Likewise, officers who work at facilities where they will interact regularly with the public will be comfortable doing so. They will be able to provide public information to visitors and have basic

knowledge of the general area and services. Officers will, at all times, be polite, courteous, respectful, and responsive to any person authorized to be at the site.

Special Events – Patrol Solutions has the capacity to handle special events coverage with a minimum of four hours' advance notice. Simply reach out to Felix and he will ensure that any special coverage is accommodated.

Access Control – Officers will be aware of who is allowed to enter the site, and will handle any procedures (identification checks, bag checks, scanning, etc.) in accordance with the post orders. Trespassers located on the premises are asked to leave. If a crime has occurred, the officer observing the incident will sign the citizen's arrest form and provide testimony when summoned to do so. CCTV images are retained when possible to aid in future prosecution.

24/7 Dispatch Center – Patrol Solutions operates a centralized dispatch service staffed 24 hours per day, 7 days per week for maximum responsiveness. In addition, all supervisors have a smartphone, and have access to a work computer in the account manager's office.

Safety – All safety hazards are documented and reported to the PS account manager and your pertinent management. Issues that immediately threaten building occupants or business operations are addressed in accordance with the post orders. The account manager actively participates in the client's health and safety committee meetings as well as the Injury and Illness Prevention Program. PS will, at all times, maintain a trained and skilled force capable of performing all necessary security functions and patrol rounds, including operating building protection devices and other equipment.

Monitoring and Alarm Systems – Officers will be trained and familiar with any monitoring and alarm systems in use at their assigned site. This includes the desk consoles (employee access control and alarm computer, CCTV video monitors, DVRs, etc.), emergency/fire alarms and other fire safety systems and equipment, computer programs, voice intercom systems, and other electronic systems in use. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. Our team is experienced in operating electronic security systems, and site-specific training will ensure that the systems will be used to their maximum potential.

Reporting and Documentation – All PS officers are trained to write accurate and detailed reports. Officers will complete the appropriate reports for each shift. Reports include daily activity reports, conditions reports, incident reports, and others as assigned. Any officer who knowingly falsifies a report will be disciplined up to and including termination from employment. Officers are fluent in English and able to communicate verbally as well as via report writing. Officers will maintain a log of security violations and report occurrences to supervisors as quickly as possible. In the event of any maintenance requests, officers will forward such requests to the proper representative.

Handling Disruptive Individuals – PS officers are trained in "verbal judo" and the importance of communication, especially in handling disorderly people. PS officers are trained in projecting a professional image and are skilled in diffusing potentially volatile situations. Our company training manager is also a certified Management of Aggressive Behavior Instructor. MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace.

Rules and Regulations – All officers and supervisors learn the County's rules and regulations as well as those of their specific assigned site. Officers' appearance and uniforms will be neat and adhere to your standards. All equipment they have access to will be used solely for on the job purposes. Cell phones and any other electronic devices shall only be used for work duties (guard tour tracking, report writing, on

the job communication, emergencies, etc.). Officers will not be engaged in or conduct any personal business or any business outside those described in the contract at any time while on duty.

Code of Ethics – PS officers follow our established code of ethics. In particular, the following apply to all employees: ethical responsibilities; courtesy in all circumstances; respectful treatment of others; and no use of inappropriate language. No officer shall accept any kind of gratuity. Each PS officer shall conduct himself or herself with the highest level of integrity.

Confidentiality – All PS employees are trained in confidentiality and how to handle sensitive information. (All information at a site is deemed sensitive and is not to be shared by PS staff.) The training and enforcement includes areas such as: interfering with legal processes, withholding information, and disclosure of information. All PS officers are trained in the area of providing relevant and important information to human resources, the client manager, or the facility manager. This includes knowledge of misconduct by a fellow employee. The PS team understands the importance of operating and providing services as a unified front. A single individual's performance, or lack thereof, impacts the perception of the entire company. The individual officer will report any information he or she might have as it relates to: illegal activity, misconduct, and use of drugs or alcohol.

Emergency Response – PS will design and implement an emergency plan that will address responses to threats and potential emergencies. The plan is based on the nationally-recognized Incident Command System (ICS) for emergency response. PS understands that changing security needs in the case of an emergency or major incident may require PS to respond with additional staff. PS is fully prepared to increase our security services in the event of an escalation in the security level (emergencies, civil unrest, fire, or special events). PS will work closely with your management to escalate and de-escalate the need for additional staffing at the site. In the event of an emergency, PS uses the following procedures to ensure that trained staff are on-hand to fill all shifts at the site, including scheduled absences as well as increases in staffing:

- Cross-training PS cross-trains field managers and flex officers. This allows us to have additional support ready to help in an emergency.
- Back-up Staffing PS has a pool of qualified officers who can be available to work on relatively short notice in the event of an escalation and need for additional staff. This includes officers who may be currently assigned to another post as well as flex officers.
- Emergency Planning Our guidelines are designed to help us maintain security services before, during, and after an emergency. This includes situations such as earthquakes, major fires, major civil unrest, or major escalation of the security level. Because each client and each situation is unique, PS works with client management to implement preventive measures such as additional training and site-specific emergency planning.
- Emergency Response Vehicle PS operates an emergency response vehicle especially equipped
 for emergency situations and special events. Our emergency equipment is always at the ready,
 and includes power generators, indoor/outdoor lighting systems, light rescue equipment. All of
 the emergency equipment is checked monthly. This specially-equipped vehicle enables PS to
 respond during an emergency incident or scheduled special events.

Staffing Plan

Patrol Solutions will utilize its training and managerial resources in order to implement a site assessment and training program throughout the transition and delivery of the work plan. Led by Felix Guerrero, our local team will be able to focus on what matters most: officer development with the goal of customer service and asset protection. As our managers begin updating the post orders and implementing our work plan, they will use some of the following resources. For the benefit of the County, our officers,

managers, and client will be supported by our manned 24/7 watch commander station. Our managers are available 24/7 via phone, text, and email as well. Every shift, we have mobile quality control managers (QCMs) who conduct on-site supervision and support. QCMs perform unannounced site visits and have the authority to discipline officers. Delivery of service will not just be in the field. The team at the local office is available to help officers with uniforms, inquiries, and schedule changes if needed. We know the tasks required and are prepared to evaluate and improve wherever possible.

Recruitment Process

We post our open positions on job websites such as Indeed, LinkedIn, and our own company website. Job fairs, the Employment Development Department, flyers, word of mouth, trade shows, and employee referrals are other ways we recruit. Our first intention always is to try and promote from within whenever possible. Whenever we have qualified and deserving internal candidates who are ready to advance in their careers, we try to promote them. Our two most effective recruiting mediums are word of mouth and our online postings. Word of mouth referrals in particular have made a significant impact, as many of our employees are actually recruited by their family members and friends.

Personnel Selection Process

As an equal opportunity employer, PS seeks to hire the best employees in each market served. In order to meet our overall goal of 100% customer satisfaction, the personnel selection process is carefully designed to find the most suitable individuals for each post. The overall objective of our personnel selection process is to have a pool of top-quality professionals on-hand, ready to take on any assignment.

Application: After the applicant has successfully completed the initial questionnaire and progresses to the next phase of the hiring process, the applicant will complete an extensive application. PS takes great pride in providing our clients with accurate and detailed reporting; the applicant must also demonstrate clarity, detail, and accuracy when completing the application document.

Interview: To best assess a potential employee, PS has implemented a multi-step interview process.

- Human Resources Review of Application: After the applicant has completed a comprehensive application form, our human resources department reviews the application to find out if there is a fit between PS and the applicant. We have a full-time recruiting manager overseeing this process.
- Hiring Manager Interview: The hiring manager will conduct an interview with the applicant to better understand the candidate's qualifications and to determine how the applicant satisfies the requirements for a specific assignment. During times when we need to interview many candidates, the recruiting manager will assist with interviews.
- Optional Client Interview: As the last interview step, an on-site interview may be conducted by the client if the client chooses this option.

During the interview process, the applicant's language and communication skills are assessed. An applicant must be able to speak, read, and write proper English in order to proceed successfully through the PS personnel selection process.

Training & Work Verification: All applications are verified against listed information. Training is verified with copies of certificates or diplomas, or by contacting relevant organizations. After verification of work experience and training, each new PS employee will complete and pass required PS training modules.

Annual Verifications of Certificates: PS conducts annual verifications of all licenses required for security officers and other staff. In addition, twice a year PS will conduct a check against the Department of Motor Vehicles (DMV) for all officers assigned to the site.

We will adhere to the staffing plan as described in the RFP in Form LW-8. Whenever possible, and if so desired by all involved parties, we seek to retain incumbent officers.

Security Director

Marc Mendoza is our proposed account executive/account manager (Patrol Solutions' on-site supervisor) for this contract. He will function as the daily point of contact for the DPW and manage the project on a day to day basis. His work experience and resume are provided in section 5 of this proposal under the subsection "Key Staff." Marc reports to Felix Guerrero, the director of operations.

Training Programs

Patrol Solutions is committed to the professional growth of every employee within the company. Training is an ongoing process that never stops. All of our active officers are AB2880 compliant and have completed mandatory BSIS training. They must successfully complete the 8-hour BSIS guard card course. In addition, there is a 32-hour BSIS continuing education series of courses. Armed officers are required to have completed the mandatory BSIS training for armed guards. Initial training for new employees is, at a minimum, 8 hours. This includes live training in the field. Depending on the complexity of the position, the field training could range from one full day to one full week, or possibly more. In addition, we can provide field training on an as-needed basis throughout the duration of the project. On-the-job training plans can be further developed and refined after the start of the contract, in the context of a full understanding of the site.

Outline of Training Manual

To provide you with an outline of our training manual, the following items are listed in the table of contents of our officer handbook. We can provide a copy of our handbook upon request.

- Introduction
- Primary Mission Statement
- Security Professional Job Description
- Emergency Response
- Bomb Threats
- General Rules and Procedures
- Special Events
- Reports
- Handling of Complaints
- Liability Issues
- Laws
- Summary

We also strive to promote ongoing training and officer development. Our director of operations, Felix Guerrero, is a certified trainer in various disciplines including firearms training.

Types of Training

Client-specific Training – PS will train all staff assigned to a client's site in accordance with the specific duties unique to the site and post. Depending on the complexity of the position, the length of time spent

on client-specific training will vary. In dynamic environments, site-specific training may be ongoing to match evolving needs.

Scenario-based Training – Scenario-based training involves real-life situations that are either role-played between the teacher and the student, or video scenarios that are presented and discussed amongst the class.

Cross-training – Officers may be cross-trained on other posts and/or locations in the case of emergency or need for additional officers at that location. Cross training also prepares officers to perform fill-in duties and even further enhance their skill sets.

CPR and First Aid Training – If needed, security officers will receive CPR and first aid training for adults and infants. Certified trainers conduct these trainings in accordance with Red Cross standards to earn a Red Cross certification.

A Note on Training

Our managers will be building and then training our officers based on the materials provided by the following organizations:



Felix Guerrero's Training Certifications

Felix, our director of operations, is a certified trainer for several disciplines, and he can and will provide relevant training to officers assigned to this project so that they will have all of their necessary certifications/licenses before beginning on-site work.

Firearm Training Academy: BSIS Guard Card firearm permit, BSIS PR24 baton, and additional outside training.

American Bike Patrol Services: Bike training certification, bikes repairs, and uniforms.

He is also a certified instructor for the following:

- AVADE (workplace violence and hands-on tactical defense)
- American Red Cross: First Aid/CPR/AED and bloodborne pathogens

Training Curriculum

To best prepare officers for their duties, Patrol Solutions' training is tailored for each client and each post. Training is an ongoing process and is overseen by a dedicated training manager.

Available Training Courses				
Access Control	First Aid and CPR (Red Cross)	Parking and Traffic		
Active Shooter	Handcuffing	Policies and Procedures		
Advanced Criminal Law	Handling Difficult People	Port Safety		
Advanced Search and Arrest	Illness and Injury Prevention	Post Orders and Assignments		

	Program	
Anti- Harassment	Investigation and Reports	Power to Arrest
Chemical Agents	Liability and Legal Aspects	Quality Control Manager
Communication	Loss Prevention	Radio Procedures
Crowd Control	Management Training	Safety Manual
Customer Service	Maritime Security Training Module	Sales Training
DHS Training	MOAB	Shelter Training
Driver Safety	Museum	Supervisor Training
Evacuation Procedures	Observation and Documentation	Time Management
Fire Life Safety	Officer Handbook	Weapons of Mass Destruction
Fire Safety Officer Course	Officer Survival	Workplace Violence

De-escalation Training

Patrol Solutions has a trainer certified in several disciplines of de-escalation training, including AVADE and MOAB. This training enables officers to successfully de-escalate situations, and thus prevents the need for use of force or police intervention. The AVADE training program is an integral piece of an effective workplace violence plan. It teaches officers key topics, including:

- How to recognize the assault cycle
- How to legally defend yourself and others
- How to survive an active shooter situation
- · How to create long lasting personal safety habits
- How to avoid being a victim of crime and violence
- How to create long lasting personal safety habits





MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace. It teaches officers how to create a win-win situation in difficult confrontations and resolve conflicts decisively and diplomatically with verbal and non-verbal communication skills, as well as with personal defense and safety skills.

Armed Security Training

All armed security officers at Patrol Solutions must possess an exposed firearm permit, baton permit, and pepper spray permit issued by the State of California, Bureau of Security and Investigative Services (BSIS). BSIS requires security officers to qualify with their firearms every 6 months with their current instructor. In addition to qualifying armed security officers on the basic qualification course, Patrol Solutions' firearms instructors provide instruction on advanced tactics based on well-established national law enforcement standards. These tactics are based on the various assignments that Patrol Solutions armed security officers work, including high-density public areas, crowded facilities, and remote areas. Training is customized to address the evolving trends in criminal threats and tactics, and increasing officer safety.

Mental Health Training

Mental Health First Aid is an 8-hour course that gives people the skills to help someone who is developing a mental health problem or experiencing a mental health crisis. The evidence behind the program demonstrates that it does build mental health literacy, and helps trainees identify, understand, and respond to signs of mental illness. Just as CPR training helps a person with no clinical training assist an individual following a heart attack, Mental Health First Aid training helps a person assist someone experiencing a mental health crisis, such as an individual contemplating suicide. In both situations, the goal is to help support the person until appropriate professional help arrives. Mental Health First Aiders learn a single 5-step strategy that includes assessing risk, respectfully listening to and supporting the individual in crisis, and identifying appropriate professional help and other supports. Participants are also introduced to risk factors and warning signs for mental health or substance use problems, engage in experiential activities that build understanding of the impact of illness on individuals and families, and learn about evidence-supported treatment and self-help strategies. The National Council for Behavioral Health operates Mental Health First Aid USA in partnership with the Missouri Department of Mental Health.

Mental Health First Aid training covers the following topics:

- Introduction to Mental Health First Aid
- Mental Health Problems in the USA
- The Mental Health First Aid Action Plan
- Understanding Depression
- Understanding Anxiety Disorders
- Crisis First Aid for Suicidal Behavior & Depressive Symptoms
- What Is Non-Suicidal Self-Injury?
- Non-crisis First Aid for Depression and Anxiety
- Crisis First Aid for Panic Attacks
- Crisis First Aid for Traumatic Events
- Understanding Disorders in Which Psychosis May Occur
- Crisis First Aid for Acute Psychosis
- Understanding Substance Abuse Disorder
- Crisis First Aid for Overdose
- Crisis First Aid for Withdrawal
- Using Mental Health First Aid

Equipment

Uniforms

Full-time officers receive, at a minimum, two pairs of pants, three shirts, and a jacket. Part-time officers receive, at a minimum, one pair of pants, two shirts, and one jacket. If officers are working in an environment that will regularly place them in the elements, we can provide additional gear for inclement weather and other conditions. We also provide personal protective equipment for officers who work at sites that require it. Officers are responsible for cleaning their uniforms. The shirts and jackets are clearly marked with our insignia. However, we have a uniform provider we can work with if alternate uniform styles are desired. For example, some clients may prefer a softer look with polo shirts.





Materials and Equipment

Patrol Solutions provides our officers with the appropriate items for the job including general office supplies and reporting forms. We can provide personal protective equipment (including face masks, hard hats, safety goggles, safety vests, and any other necessary safety gear). We will provide a marked security vehicles, a site cellphone for the security director, and identification badges for all employees. We will provide flashlights and spare batteries. Any officers who are equipped with a baton will carry the appropriate certification. Armed officers are equipped with a County-approved firearm as described in the RFP. These firearms have been approved by senior management and all armed officers are fully trained and certified.







Vehicles

Our marked security patrol vehicles are equipped with flashlights, traffic cones, flares, bannerguard tape, a first aid kit, blanket, and other necessary equipment.







Transition Plan and Timeframes

Our transition plan begins once we receive the awarded contract. The transition timeline indicates the projected lead time and schedule we typically use in normal circumstances after being awarded the contract. Patrol Solutions will:

- Seek to understand and operate in harmony with current work-flow.
- Anticipate and assess the potential impact on various departments and constituencies.
- Learn all rules, policies, and procedures at the site and within the operation.
- Implement the most effective tools, materials, and technology.
- Execute a systematic and smooth transition of responsibility that instills confidence.

As phases of the transition plan conclude, PS incorporates necessary changes and provides updated plans to the client. Administering a complete security program is a multi-step process including: security assessment, security team selection, management team selection, on-site leadership, recruiting, training, monitoring, and supervision and support functions.

Key Personnel Duties and Responsibilities: Before the transition starts, PS will identify the key personnel who will be responsible for delivering the security services and define their duties during the transition.

Documentation, Communication, and Training: PS, together with the client, will establish ongoing communication methods and requirements needed to operate the security program. During the transition process, PS also prepares training schedules that outline training topics, responsible managers, and required attendees.

Transition Timeline

Task Assigned	Date Due	Responsibility
Award letter issued to PS	> 3 weeks prior to startup	Gen. Mgr.
PS transition team assigned and in place	> 3 weeks prior to startup	Dir. of Ops.
Meet with client to obtain site specific information	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Outline and adjust transition plan if needed	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Security and technology assessment	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Management/labor meeting	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Conduct site security survey	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Introduction letter, application, and drug screen forms	> 3 weeks prior to startup	Human Resources
Interview and select employees	> 3 weeks prior to startup	Human Resources
Prepare wage and benefits package	> 2 weeks prior to startup	Human Resources

On-site training for operations team	> 2 weeks prior to startup	Acc. Mgr.
Gather information about current staff at site	> 2 weeks prior to startup	Human Resources
Provide assessment, training of current staff at site	> 2 weeks prior to startup	Acc. Mgr.
Order all supplies and equipment	> 2 weeks prior to startup	Acc. Mgr.
Deadline for applications to be received	> 2 weeks prior to startup	Human Resources
Order uniforms and duty gear	> 2 weeks prior to startup	Acc. Mgr.
Prepare post orders	> 2 weeks prior to startup	Acc. Mgr.
Select security officers	> 2 weeks prior to startup	HR & Acc. Mgr.
Prepare site-specific training materials	> 1 week prior to startup	Acc. Mgr.
Meet with client to brief on transition progress	Continuous	Acc. Mgr.
Present post orders to client	> 1 week prior to startup	Acc. Mgr.
Meet with client for feedback on first draft of post orders	> 1 week prior to startup	Acc. Mgr.
Ensure each post is fully equipped as specified	> 1 week prior to startup	Acc. Mgr.
Prepare master schedule	> 1 week prior to startup	Scheduling Manager
Fit uniforms and re-order as needed	> 1 week prior to startup	Acc. Mgr.
Retraining of incumbent personnel hired by PS	> 1 week prior to startup	Acc. Mgr.
Service start	TBD	Dir. of Ops./ Acc. Mgr.

Evaluation Calendar

After services begin, we conduct early performance evaluation and additional training as needed. Regular evaluation of officers continues throughout the duration of the contract.

Task Assigned	Date Due	Responsibility	
One month evaluation of each officer's performance	30 days after startup	Acc. Mgr.	
Training or re-assignment as needed (individual officers)	30 – 45 days after startup	Acc. Mgr.	
Three-month evaluation of each officer's performance	< 90 days after startup	Acc. Mgr.	
Training or re-assignment as needed (individual officers)	90 – 100 days after startup	Acc. Mgr.	

Random Site Inspections

Patrol Solutions understands how important officer accountability and supervision is. When it comes to field inspections, our ideal is to "inspect what you expect." In other words, leadership establishes clear expectations to all field officers. These expectations are verbalized and also written down in the post orders. A quality control manager (QCM) conducts these random site inspections, although at times the account manager or director of operations may make a surprise appearance. The focus is on ensuring that the expectations leadership has established to officers are met. QCMs have the authority to review officer performance and perform corrective actions if needed. Though the QCM is the person who conducts the inspection, the account manager is the individual ultimately responsible for overseeing the inspection element of the security program. Hands-on management, ongoing training, regular client feedback, and corrective actions show our dedication to providing a customer-focused approach. Patrol Solutions conducts unannounced site checks at *least* once per day.

"Inspect what you expect" also applies to the visual inspections that field officers perform as they conduct their patrol rounds. Patrols occur a set amount of times per shift (designated in the post orders), and are take place at random times to prevent predictability.

Proactive Field Support

Alejandra Dukes is our senior quality control manager and will be the primary individual in charge of the inspection. The Patrol Solutions quality control manager (QCM) program is a critical aspect of our proactive quality control process. At other security companies, supervisors tend to go on-site as a response to complaints, after a problem has arisen. At PS, our managers personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

The QCM: This position is staffed by an experienced leader who maintains daily contact with multiple sites and is duly qualified to evaluate field officer performance. There is at least one active QCM every shift (morning, swing, and grave). The QCM uses one of our marked security vehicles to visit our various sites and check in with our officers.

Quality-focused Approach: Leadership establishes clear expectations to field officers, and site checks help make sure those expectations are met. Engaged management, ongoing training, regular client feedback, and corrective actions help maximize and maintain quality.

Random On-site Inspections Overview:

- QCMs work to:
 - Root out potential problems proactively.
 - Support on-site staff.
- At least one on-site inspection per day.
- Time of visits vary from day to day.
- QCM duties during inspections:
 - Evaluate field officers' physical appearance, equipment, and performance.
 - Conduct general review of the site.
 - Solve or make note of any issues raised by the officers and/or client.
- Officers may be given additional training during this time.
- QCMs may meet with facility managers/client liaisons while on site.

Security Guard Background Checks

Patrol Solutions conducts a background check as part of the hiring process. The background check is conducted via Sterling as well as the BSIS. Each individual has to meet or exceed all requirements set forth by the BSIS and Patrol Solutions' standards. Typically, the background check takes about 2-5 business days. We also partner with local live scan fingerprinting sites to facilitate swift fingerprinting.

For driving patrol services, we have the employee read and sign a DMV release form so we can run a check on the individual's driving record. Typically, this is done during the hiring process or before a current employee is transferred to a driving position. The check is conducted to ensure that any security officer assigned to a patrol vehicle position has a valid driver's license.

Form LW-8

Form LW-8. Staffing Plan and Cost Methodology is included as Exhibit A.2 to this contract.

(Refer to Exhibit A.2 for Form LW-8, Staffing Plan and Cost Methodology for each term of this contract for Group B)

7. QUALITY ASSURANCE PROGRAM

A. Policies and Procedures for Quality Control

The quality assurance measures we have in place are designed to ensure that all aspects of the security program are working as effectively as possible. This includes everything from officer training, officer performance, reporting practices, lines of communication, accountability, and more.

Qualified Inspector: The designated qualified inspector for the DPW project is our quality control manager. We have at least one QCM on duty 24/7. Our senior QCM is Alejandra Dukes. She will monitor contract compliance and deal with any customer concerns and inquiries.

Quality Consistency: Our quality control plan is based on the ISO 9000 family of standards established by the International Organization for Standardization. These principles are derived from expert collective experience and knowledge. ISO 9000 philosophies provide a proven framework to guide organizations toward improved performance and operational excellence.

It is the responsibility of the Patrol Solutions management team and on-site personnel to ensure work is conducted in accordance with the specifications outlined through the site-specific post orders, set training standards, the security assessment, contract, and proposal. The quality consistency diagram outlines the expectations, delivery and follow-up in terms of the services performed by PS. Patrol Solutions creates a customized and comprehensive set of post orders that addresses every aspect of safety and security relating to the client's facility and assets. If necessary, Patrol Solutions will update the post orders.

Quality Consistency Diagram



Customer Focus: Client needs can change over time. PS management and staff meet these evolving needs by educated decision-making. Adherence to the ISO principle of "Customer Focus" enables PS to:

- Effectively evaluate and understand customer needs and expectations.
- Invest in company resources that allow PS to better meet the needs of our clients.
- Measure customer experience and satisfaction and respond to feedback with intelligent and immediate solutions.
- Develop customer loyalty and earn new and repeat business.

Management Philosophy: Patrol Solutions promotes a work environment composed of clarity, discipline, and expectation of excellence, so problems are minimized. To maintain quality of services, our management style prioritizes the following concepts:

- Responsive and regular communication to maintain awareness of client needs.
- A more cost-effective business operation means savings are realized by clients in the form of affordable bill-rates as well as reducing needless services and waste.
- Methods of performance that can be measured and continuously improved.

Ongoing Evaluation of Security Program: Vigilant, ongoing evaluation of our security ensures that every facet of our operation meets our goals. This includes the site-specific security program as well as the back-office support and structure. The following information will be reported in the annual evaluation: the effectiveness of services; security improvements originally planned and actually implemented; incidents summary; review of employment plan; recommendations for security improvements; and additional items as necessary.

Quality Improvement Process: The management team attends internal quality control meetings via phone and/or video. Our managers from our various offices discuss issues related to delivering services and identify and analyze any notable challenges and successes. The team offers each other recommendations and implements improvements, sharing best practices across the company.

Corrective Action Procedures

Patrol Solutions values customer satisfaction. In order to provide the best care and service to our clients, we maintain an open dialogue in the spirit of mutual exhortation and collaboration. However, we do acknowledge that there may be times when a client approaches us with an issue or even a complaint. When this happens, we do not dismiss the issue; rather, we examine the situation, identify the problem, and take all possible measures to rectify the situation. We then apply what we have learned to prevent the problem from occurring again in the future. Typically, this means we must identify the root of the problem. Through continual progress reports and follow up between PS and client management, both parties will ascertain the elimination and correction of the problem, as well as ensure together that the preventative measures installed will maintain long-term effectiveness.

The following steps are our guideline for our corrective action procedures:

- 1. Initial communication of the problem.
- 2. Verification of the problem.
- 3. Analysis and broad assessment of the problem.
- 4. Identification of the root cause.
- 5. Take measures to comprehensively address the root cause and eliminate the problem.
 - Develop an action plan that logs and details the above information and presents a solution.
 - b. Review the action plan with the client.
 - c. Execute the action plan in an expedient but detail-oriented manner.
- Follow up tasks: implement preventative measures; maintain communications with client to ensure that the problem doesn't reoccur; proactively analyze the overall site situation to prevent other potential issues from blossoming into full-blown problems.

Dealing with Personnel-related Performance Issues: At times, disciplinary actions may be necessary. The objectives of our disciplinary process are to:

- Document any offense properly.
- Have a fair process applied equally for ALL employees.
- Communicate clear rules to employees.
- Ensure proper steps are followed when an offense occurs.
- Keep a clear paper trail for all employees and their performance.

The disciplinary process starts with the employee committing a violation that warrants disciplinary action. This includes but is not limited to acting contradictory to anything regarding: Patrol Solutions' policies and procedures manual, officer handbook, and safety manual; violations of post orders; and willfully or negligently endangering the life and/or wellbeing of himself/herself or others. Even if some infractions are considered "minor" compared to others, it is important that all infractions are properly documented and handled the same way all the time. This ensures that proper action can be taken in time to prevent further incidents from occurring. It is important to counsel the disciplined employee in order to educate and prevent the same violation(s) from reoccurring. Any steps taken and/or corrective action(s) in the future should be included in the warning. Counseling includes training for the employee and instructions on how to complete their job function along with what the expectations are.

It is always better to work with an employee to help them understand the importance of their job and turn them into a productive Patrol Solutions team member than to terminate them at immediately at the first mistake. The disciplined employee should sign the warning to verify that he/she received and understood the nature of the violation. If the employee believes that they have been mistreated or wrongfully given the warning, he/she should state that in the proper section on the document. A witness should be present when issuing a warning to an employee. The witness must be another supervisor. If the employee does not sign the document (agreeing or not) they are not entitled to a copy of the document. If they sign the document, they are entitled to a copy. All Patrol Solutions site supervisors and management are obligated to report misconduct to the responsible manager. The misconduct must be documented in an incident report or a verbal/written warning report if one was issued in the field. It is important that this information is relayed to the account manager (or higher) with little or no delay in order to prevent any further violations from taking place.

The normal disciplinary procedures are as follows:

- 1st Offense: Verbal warning/counseling.
- 2nd Offense: Written warning and counseling.
- 3rd Offense: Written warning and counseling/suspension.
- 4th Offense: Termination.

Patrol Solutions reserves the right to circumvent this procedure at any time. This procedure does not alter the at-will nature of employment at Patrol Solutions.

B. Inspection Fundamentals

Ultimately, Director of Operations Felix Guerrero has overall responsibility for the inspection system. The account manager, Marc Mendoza, will oversee our inspections on a daily basis. Our quality control managers make unannounced site checks to provide supervision and management for our field officers. A QCM will conduct an unannounced site check at *least* once per shift. QCMs help hold field officers accountable and make sure that they are performing their patrols and inspections (and all of their other

duties) properly. Our senior QCM is Alejandra Dukes. Background and resumes for Marc and Alejandra are included in section 5 of this proposal, in the subsection "Key Staff."

Reports: Field officers are responsible for documenting their daily observations in formal Daily Activity Reports (DARs). DARs contain detailed information about anything notable at the site, including suspicious activities, potential threats, or hazards in the environment. Damaged fences, loose hand railings, leaking water pipes, or anything else that requires attention are noted in the DARs. Well-written and detailed DARs build communication and trust. These are vital tools in any type of investigation and evaluation. Similarly, when needed, officers also complete Incident Reports and Conditions Reports. The QCM reviews all reports for accuracy and completion. These reports are logged in our electronic guard tour system but we also have officers complete hard copies with the same information. Sample forms follow.

Daily Activity Report

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Patrol Solutions of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.

ATRO

DAILY ACTIVITY REPORT Client: Date: Location: Day Shift Hours: Swing Shift Officer: Grave Shift Post Equipment Received at Start of Shift By signing here you agree to and acknowledge that you have taken your instructed and required breaks during your shift. Signature: PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT Loss (keys) Loss (equipment) Trespassing Complaints Malfunction Usage/Depletion (refil/change) Fire Obstruction Violence Flood Response by Authorities Visitors (unless listed separate) Hazard (identified) Theft PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT DAILY ACTIVITY REPORT (DESCRIBE YOUR ACTIVITIES IN DETAIL) START SHIFT

PROPOSAL Page 64

FIRST 10 MINUTE BREAK

ATRO

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Patrol Solutions of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.

PAGE 2 TIME DAILY ACTIVITY REPORT (DAR) LUNCH BREAK SECOND 10 MINUTE BREAK END OF SHIFT

Incident Report



INCIDENT REPORT						
Client:		Address: Phone Number:		Phone Number:		
Type of Incident:		Place of Incider	nt:			
Date & Time of Incident: Name of Reporting Person	n:	Police/Fire Notified. Yes Client Notified: No supervisor Notified:				
	NAMES OF VICTIMS	S, WITNESSES,	PERSONS	INVOLVED, ETC.		
V - Victim W - Witness	S – Subject					
Name	Contact Number		0	rganization/Address		
			,			
		CODIDTION OF				
		SCRIPTION OF I				
(Example: Brand, Model,	Color, Year, License o	r Serial Number)				
`						
Description of Incident/Inju	ry (WHO – WHAT- WI	NARRATIN HERE – WHEN –				
Reporting Person's Name:	Signature:		Date/Time	of Report: 2016-04-	PAGE 1	OF 2



INCIDENT REPORT

	NARRATIVE (Co	ntinued)		
Description of Incident/Injury (WH	O – WHAT- WHERE – WHEN –	HOW)		
			*	
		Ç.		
			_	
Reporting Person's Name:	Signature:	Date/Time of Report: 2016-04-	PAGE 2	OF 2

Conditions Report



Patrol Solutions

CONDITIONS REPORT

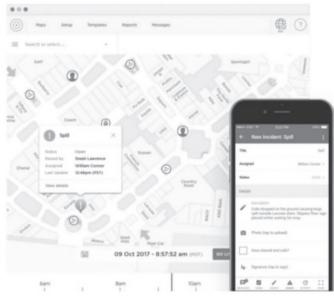
Client Site						Date of Report
Site Address						Time of Observation
The following condition was noted and is brought to your attention for information or corrective action as appropriate:						
Location						
Condition Observ	ved					

C. Quality Control Documentation, Review, and Reporting

GuardTek is a full-service and versatile guard touring solution with real-time tracking of officers that also provides customizable reporting capabilities, communication channels for dispatch functions, and a web

portal for client usage.

Intelligent location and communication tools empower our distributed field teams and give you peace of mind. Continuous tracking through GPS, QR near-field communication (NFC), Bluetooth beacons ensure guards are where they're supposed to be. GuardTek provides clients with proof of work to increase satisfaction. The guard tour function works by including timestamps with the scan points, and we usually require guards to use the application to take a photo as well. This ensures that our security guards are properly doing their tour during their scheduled shift. It is much more difficult, if not impossible, to cheat the system when guards are held accountable with the full functionality of the system. GuardTek allows PS management and clients to see where and when guards are active and what is



getting done, in real-time. The digital guard tour system provides every tour with:

- · Custom tour sequences
- Step-by-step post instructions
- Live tour updates
- GPS mapping/checkpoint verification
- Optional photo and/or written note reporting requirements for increased accountability
- Instant notifications on checkpoint scanning

Clients have access to a web portal where they can review all guard tours at their convenience, or even set up notifications to receive tour reports immediately or at regularly scheduled intervals. You can even use the web portal to view live tour updates in realtime.

GuardTek also supports daily activity reports, incident reports, and other customizable reports as needed. Officers complete these reports on the app, which are stored online and available 24/7 for the client to review as well. Reports include timestamps, photos, text notes, priority levels, and notification settings. This allows the reporting process to be easily consumable and convenient for the client.

We have included screenshots from the end-user's perspective to demonstrate the system functionalities available to the LADWP. Please note that the entire guard tour is not presented here (there are several more checkpoints with photos), but just enough to give you an understanding of how the report appears on screen.

Tour:



TELECARE CORPORATION

TELECARE PATROL TOUR

Location: TELECARE CO	PORPORATION	Officer: Arrend voelker						
Device: Telecare Corp S	Site Phone (2d8da7bf8021	:d05)						
Start Time: 8/3/2022 5:57:12 PM	End Time: 8/3/2022 6:17:02 PM	Actual Duration: 00:20	Max. Tour Duration (hh:mm): 01:00 (+/- 0 min.)					
Comments: Tour was e	ended normally							
Are Missing Tags Justi	fied? No							
Reason for Missing Ta	gs:							
Comment for Missing	Tags:							

Compliance

Activity / Incidents Total: 0

% Compliance





PENERIO CA

Tour details

			4	
Tag Name	Tag S/N	Order	Tag#in	Time
109 Manie	108 2114	Read	Tour	illite

Tuesday, March 14, 2023

Tag Name	Tag S/N	Order Read	Tag#in Tour	Time	
Employee LL Entrance	FC4978515B27706	1	3	5:57 PM	37° 47' 25.90" N. 122° 13' 19.13" W
Rear Gates	FC49785151FBA53	2	10	6:02 PM	37° 47' 25.12" N. 122° 13' 20.92" W

Tuesday, March 14, 2023

Tag Name	Tag S/N	Order Read	Tag#in Tour	Time	
Main Bldg.	FC4978515236397	6	8	6:08 PM	37° 47' 26.21" N, 122° 13' 19.17" W
Main Parking Lot	FC49785156E43E0	7	4	6:10 PM	37° 47' 27.91" N. 122° 13' 19.26" W



All of these reports are made available to the client online. Most clients prefer to receive one email per day that contains all of that day's reports. This is mainly so that the person receiving the reports isn't constantly bombarded throughout the day with notifications. However, we can adjust the frequency of these reports based on your preference.

8. NO SUBCONTRACTORS

Patrol Solutions understands that subcontractors are not to be used to perform any of the contracted work. We will **not** enlist the use of subcontractors for this contract.

9. FINANCIAL RESOURCES

Three Most Current Financial Statements (Confidential)

Financial Statements are omitted for confidentiality purposes.

10. LICENSES AND CERTIFICATIONS

PPO License



PATROL SOLUTIONS

LICENSE NUMBER: 119966 LICENSE TYPE: PRIVATE PATROL OPERATOR LICENSE STATUS: CURRENT EXPIRATION DATE: FEBRUARY 28, 2025

SECONDARY STATUS: ADMINISTRATIVE FINE

CITY: CITRUS HEIGHTS STATE: CALIFORNIA COUNTY: SACRAMENTO ZIP: 95610

Upon award of contract, we will provide you with the BSIS guard cards for officers assigned to this contract.

11. INSURANCE AND BONDS

Form PW-13

FORM PW-13

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Patrol Solutions Proposer's Name 14241 Firestone Blvd., Suite 400 | La Mirada, CA 90638 Address М 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. If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. 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.

Form PW-16

FORM PW-16

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Patrol Solutions
Proposer's Name
14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
Address
Proposer will provide a performance bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will procure maintain, and provide the County the performance bond and payment bond, substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon.
Proposer will not provide a performance bond and payment bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will not procure, maintain, and provide the County the performance bond substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual amount each, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon. Checking this box will render your proposal as nonresponsive and will immediately disqualify your firm from further consideration.

12. RECORD KEEPING

Form LW-9

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

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.
1.	TRACKING HOURS WORKED	
1.1.	How does the Proposer track employee hours actually worked?	1.1. We use Trackforce Valiant to track employee hours actually worked.
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?	1.2. Officers report to work at their work location. They clock in using the GuardTek m-Post app at the beginning of their shift.
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?	Employees' shifts begin when they arrive at their work location at the designated start time. They clock in when their shift begins.

1 of 6

FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
repo	REPORTING TIME If does the Proposer know employees actually unted to work and at what time? For example, in sheets, computerized check in, call-in system, ome other method?	 When officers clock in using the GuardTek m-Post app, Patrol Solutions management can be notified in real-time. The app includes GPS functions so management is able to see what time and exactly where the officer is when clocking in.
3.	RECORDS OF ACTUAL TIME WORKED	3.1. There is a master schedule that documents the official start and end times of every employee's actual
3.1.	What records are created to document the beginning and ending times of employee's actual work shifts?	work shift. When employees clock in with GuardTek m-Post, all information is instantly available to management via Trackforce Valiant in real time, including exact time and location. When the clock in/out times are verified, a manager uses the system to generate a payroll detail report. Employees also fill out
3.2.	What records are maintained by the Proposer of actual time worked?	a paper timesheet. 3.2. The Trackforce Valiant system creates a payroll detail report which documents the beginning and
3.3.	Are the records maintained daily or at another interval (indicate the interval)?	ending times of each employee's actual work shifts. The report also includes other related and relevant information to ensure accurate records are documented and archived.
3.4.	Who creates these records (e.g., employee, supervisor, or office staff)?	3.3. The records are maintained daily and in real time. 3.4. The account manager and/or office staff create these records using Trackforce Valiant.
3.5.	Who checks the records, and what are they checking for?	3.5. The account manager checks the electronic records to make sure that clock-in times match employees' designated shift times and their physical timesheets. The system also allows the manager to
3.6.	What happens to these records?	see if the employee actually clocked in and out at the proper time; if not, the manager can edit the document with the actual times to ensure that the employee cannot cheat the system.
3.7.	Are they used as a source document to create Proposer's payroll?	3.6. The records are stored in the Trackforce Valiant system. 3.7. Yes, they are used as a source document for payroll.
3.8.	ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	3.8. We have attached sample payroll detail report. The employee and client names have been redacted.

2 of 6

				Pa	yroll De	etail Re	port By	Locati	on		Start Da	te: 10/1/20)22	End	Date:	19/31/202	22
stom er:	1172-000 001				_	Road			O		ntione 3	Wells	_	Other Tayror		Darrage	
te Tour	Des	Employer Number	Employee	Department	Hours	Rus	Post	Blended	Hours Eate	Hours	Rate	Hours	Bate	Hann	Rate	Type	
	21:15 EMP	2696		CREATER EAST BAY AR.	E 10	E744	\$1700	17:000#		All.							
	21.15 EMP	2095		CREATER EAST BAY AR.	1.10	\$17.60	\$1700	17/0008									
V9622 13:17	21:15 EMP	8122		GREATER BAIT BAT AR.	1.10	\$17.86	\$1700	17 0000		ľ							
	21:15 EMP	8122		CREATER EAST BAY AR.	1.10	\$17.64	\$1730	17 0000			M						
/2022 13:15	21:15 EMP	1122		CREATER EAST BAY AR.	1.10		\$1700	17 90 00		4							
	21:15 EMP	2130		CREATER EAST BAY AR.	1.10	817.84	\$1700	17:0000		1.00							
	21.15 EMP	2131		CREATER EAST BAT AR.	1.10	\$17.84	\$1700	17 0000									
	41.15 EMP	2695		GREATER EAST BAY AR.	2.10	\$17.84	\$1700	17 0000		400		P					
	21:15 · EMP	2695		CREATER EAST BAY AR	110	\$17.60	\$1790	17,6001									
	21:15 - EMP	8122		CREATER EAST BAY AR	1.10	817.86	\$1700	170000			-						
	21:15 EMP	8122		CREATER SAIT BAY AR	1.10	\$17.84	\$1730	17 00 08			· · · · · · · ·						
	21:15 - EMP	8122		CREATER EAST SAY AS.	1.10	817.84	\$17.06	17 0000									
440111111111	41.15 EMP	9018		CREATER EAST BAT AR	1.00	\$17.60	\$1721	17.000=									
	21:15 EMP	9018		CREATER EAST BAT AR.	2.00	B17.84 _d	E)720	170000		9							
	-21:15 · EMP	9018		- CREATER EAST BAY AR	110	176	\$1730	17900									
	21:15 - EMP	2096		CREATER EAST BAY AS	110		\$1700	179000									
************	21:15 EMP			CREATER EAST BAY AS		8715	BITTEL	17 0000									
		8122				€57H		17 0000									
	21:15 EMP	8122		GREATER EAST BAT AR		Fig.	\$1738	17 0000									٠.
	21:15 EMP	8122		CREATER EAST BAY AR.	2.10	HIRE	\$17.76										٠.
	21:15 EMP	2938		CREATER EAST BAY AR.	110	B17.84	\$1798	17,0000									١
	21:15 EMP	2131		CREATER EAST BAY AR.	1.00	NO.H.	\$1726	17,000									ļ.,
	21:15 EMP	9618		CREATER EAST BAY AR	110	FER	\$1739	17:0000									Į.,
H22 13.11	21:15 - EMP	9018		CREATER EAST BAY AR	110	11780	\$1798	17 0000									I.,
	21:15 EMP	8122		CREATER EAST BAY AR	119	8774	\$1700	17 0000									Ι.
632 - 13:15	21:15 EMP	8122		CREATER EAST BAY AR.	241	\$17.60	\$1798	17 0000									
122 13:11	21:15 EMP	8122		CREATER EAST BAY AR.	100	812.84	\$1700	17 00 00									Г
	41:15 EMP	2131		CREATER EAST LAY AS	110	B17.84	\$1738	17:0000									
	-21.15 - EMP	2138		CREATER SATTE AT AR	110	\$17.84	\$1700	17 0000									
	41:15 - EMP	9618		CREATER EAST BAT AR	230	817.84	\$1700	17 0000									
	21:15 EMP	9018		CREATER EAST BAT AS	740	817.60	\$1798	17 0000									
	-21:15 EMP	8122		CREATER EAST BAY AR	1.00	\$17.60	\$1730	170000									
			\rightarrow	More				245.00	0.00		300		0.00		0.00		-
ı				Amount				\$4,216.00	\$6.00		\$3.00		50.00		50.00		5-
						Roga	dur		Overtine 1	Oss	rtine 2	Holida	,	Other	╡		_
d				House				245.00	6.00		3.00		0.00		0.00		1
_				Amount				\$4,216.00	\$0.00	<u></u>	93.00		\$0.00		90.00		54
			-	House	$\overline{}$	Hegs	ibr	248.00	Overtice 1 6.00	Own	100 2	History	0.00	Other	0.00		
d				Amoral				\$4,216.00	\$0.00		\$3.00		\$0.00		90.00		54
						Post	dar		Overtice 1	Com	rtine2	Halle		Other	⇉		_
				Hown		2000		248.00	0.00		300	-	0.00	June	n m		,
Total				Anoret				\$4,216,00	50.00		\$3.00		5000		50.00		54

FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4.	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)	
4.1.	If records of actual time worked are not used to create payroll, what is the source document that is used?	4.1. Records of actual time ARE used to create payroll. The manager checks the Trackforce Valiant system with the employees' timesheets to verify actual time worked.
4.2.	Who prepares and who checks the source document?	The account manager prepares and checks the source document.
4.3.	Does the employee sign it?	4.3. The employees sign their physical paper timesheets.
4.4.	Who approves the source document, and what do they compare it with prior to approving it?	4.4. The account manager approves the source document, which is the payroll detail report. It is compared with the paper timesheets. In addition, the electronic guard tracking system (which is also used for clock-in and clock-out) is geofenced so that employees cannot clock in when they are not actually at their work site, and if they walk off the work site they will be automatically clocked out. We also have a 24/7 quality control manager (QCM) program. Every shift, a QCM will make at least one unannounced site visit to verify that the officers are all performing their duties appropriately.
5.	BREAKS	5.1. The electronic guard tracking app also tracks employee meal breaks. Employees also fill out their
5.1.	How does the Proposer know that employees take mandated breaks and meal breaks (periods)?	paper timesheet which includes their breaks, and they sign those physical sheets.
5.2.	Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?	5.2. We save the physical timesheets that employees sign.
5.3.	If so, who prepares, reviews, and approves such documentation?	5.3. The account manager prepares, reviews, and approves this documentation.

3 of 6

FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6.1.	HOW PAYROLL IS PREPARED Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee	6.1. We use the Trackforce Valiant payroll system. It links time on the schedule with the employee pay rates associated with the type of post, type of shift, and anything else that impacts pay. It automatically
6.2.	wages are appropriately paid. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?	calculates overtime rates based on hours worked in the schedule. 6.2. Employees are paid via automated check. There is a direct deposit option as well. In the event that a paycheck has a mistake, a manual check can be issued with the corrected amount.
6.3.	If by check, do they receive a single check for straight time and overtime or are separate payments made?	6.3. Employees receive a single check per pay period with all of their time properly calculated.
	What information is provided on the check (e.g., deductions for taxes, etc.)?	6.4. The check stub provides information about deductions for taxes, social security, benefits, etc.
	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).	6 5. We have attached a sample paycheck stub that shows the deduction categories.

4 of 6

PATROL SOLUTIONS LLC. CALIFORNIA 6060 SUNRISE VISTA SUITE 1500 CITRUS HEIGHTS, CA 95610 VOUCHER DATE

(916) 919-6079

VOUCHER NO. 10688

DEPOSIT

THIS IS NOT A CHECK

Redacted

Deposit Amount Description \$1,202.38 Checking

221118134830 000164000140000003

Employee file#

VOUCHER - NON NEGOTIABLE

Redacted 10688 PATROL SOLUTIONS LLC. Dept# DEFAULT Clock# CALIFORNIA PAT595 CA 6060 SUNRISE VISTA Proiod Ending 11 / 15 / 22 FW= S 0 Period Start 11/1/22 Check Date 11 / 22 / 22 SUITE 1500 5T= S 1 CITRUS HEIGHTS, CA 95610 \$0.00 NET PAY

YID DESCRIPTION EARNINGS DESCRIPTION REGULAR \$1,456.00 TAXES \$253.62 DEDUCTIONS \$1,202.38 YTD DESCRIPTION \$1,456.00 SSEC 56.00 26,000 \$90.27 \$90.27 \$1,456.00 MEDI FWT SWTCA \$21.11 \$101.41 \$24.81 \$16.02 \$21.11 \$101.41 \$24.81 \$16.02 EESDICA REGHRS BLENDED OT HRS 0.00 WEIGHTED AVERAGE OT RATE 56.00 OT HRS 0.00 \$0.000

					Hours			Rate	
CUSTOMER	LOCATION	DATE	TOUR	REGULAR	O.T.	HOLIDAY	REGULAR	O.T.	HOLIDAY
LA-01 Redacted		11/7/22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11/8/22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11/9/22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11 / 10 / 22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11 / 11 / 22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11 / 14 / 22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11 / 15 / 22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000

11/18/2022 1:43:30PM 000164000140000003

FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
	MANUAL PAYROLL SYSTEM 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. 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?	Patrol Solutions uses an automated payroll system.
8.2.	AUTOMATED PAYROLL SYSTEM 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. 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? Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	8.1. The hours worked during the pay period and the wage rates are input into the payroll system, which will calculate the payroll. The payroll system is linked with the scheduling system and beginning the payroll process is as simple as one click. 8.2. It is the manager's responsibility to input the employee's different wage rates into the payroll system's wage matrix for that individual. As long as the information has been inputted accurately, the payroll system will calculate the employee's total wages properly. 8.3. The calculation itself is embedded in the software program. However, the manager needs to input the proper data.

5 of 6

FORM LW-9

QUESTION		RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
	paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the Proposer calculates the day's	9.1. Travel time is paid at the the same rate as the employee's wage, plus the required California mileage stipend. 9.2. The employee is paid at the rate of the first job that the employee is leaving.
	wages for each situation described in the following two examples: 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. 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.	9.3.a. The employee would be paid four hours at the the rate under the County Living Wage contract (three hours for working at the location, plus one hour for travel), and four hours at the different rate. 9.3.b. The employee would be paid eight hours at the County Living Wage rate (three hours for working at the first location, one hour for travel, and four more hours for the second location).
10.1	OVERTIME . How does the Proposer calculate overtime wages? . What if the employee has multiple wage rates?	10.1. Overtime rates will apply to work in excess of 8 hours per day or 40 hours per week; any extended shifts and hours performed at the request of the client; additional personnel or hours requested with less than 72 hours' notice, but only for the first 72 hours. Overtime rate is time and a half. 10.2. Whatever site the employee is working at when they accrue the overtime is the overtime rate they will earn.

6 of 6

13. FORMS LIST

PROPOSER'S DECLARATION FORM

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

<u>DECLARATION:</u> I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN FORMS PW-1 THROUGH PW-10, AND PW-12 THROUGH PW-16, AND FORMS LW-1 THROUGH LW-9 ARE TRUE AND CORRECT.

PRINT NAME: Carl Cunningham TITLE: General Manager

PROPOSER'S NAME: Patrol Solutions

SIGNATURE: Carl Cunningham DATE: 02/27/2023

PW-1: Proposer's Organization Questionnaire/Affidavit

FORM PW-1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME: Patrol Solutions		COUNTY WEBVEN NUMBER: 199883			
В	BUSINESS ADDRESS: 14241 Firestone Blvd., Suite 400 La Mirada, CA 90638				
TE	ELEPHONE NUMBER:		E-MAIL:		
IN.	TERNAL REVENUE SERVICE EMPLOYER ID	ENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:		
1.	Select the option that best defines your firm's business structure: , Corporation	Patrol Solutions, LLC State of Incorporation: Year of Incorporation:	2016 or a Sole Proprietorship: nanaging partner:		
2.	Is your firm doing business under one or more DBA's?		:		
3.	Is your firm wholly/majority owned by, or a subsidiary of another firm?	If yes, indicate name of Name of Parent Firm:	Parent Firm and State of Incorporation.		
4.	Has your firm done business under other names within last five (5) years ?	Name(s):	ge:		

Page 1 of 2

FORM PW-1 (Continued)

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	NONE
	Is your firm involved in any pending acquisition or mergers?	If yes, please provide additional information regarding the pending merger.
	☐ Yes ☑ No	
6		
	List all names and contact information of all individuals legally	Name: Klinton Kehoe
	authorized to commit the Proposer.	Title:CEO
		Email: klintonkehoe@patrolsolutions.com
		Name: Carl Cunningham
7		Title: General Manager
′		Phone: 415-760-8116 Email: carlcunningham@patrolsolutions.com
		Email:
		Name:
		Title:
		Phone:
		Email:

Page 2 of 2

PW-2.1-2.5: Schedule of Prices

Form PW-2. Schedule of Prices is included as Exhibit A.1 to this contract.

(Refer to Exhibit A.1 for Form PW-2, Schedule of Prices for each term of this contract for Group B)

PW-3: Certification of Compliance

FORM PW-3

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance?
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance?
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable)	Board Policy 5.065	Check the Certification below that is applicable to your company. Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of 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 in this document 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.
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5,050	Certifies Compliance? Yes No Willing to provide GAIN/GROW participants access to employee mentoring program?
	,		☐ Yes ☐ No ☐ N/A-program not available
	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? √ Yes □ No
			If No, identify exemption:
7			My business does not meet the definition of "contractor," as defined in the Program.
			☐ My business is a small business as defined in the Program.
			☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? ✓ Yes □ No If No, identify exemption:

PW-4: Contractor's Industrial Safety Record

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR:	County of Los Angeles Department of Public Works Stormwater Maintenance Field Locations
SERVICE BY PROPOSERSec_	curity Services
PROPOSAL DATE: 03/07/23	

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

	2018	2019	2020	2021	2022	Current YTD	Totals
1. Number of contracts.	23	28	34	37	42	44	208
2. Total dollar amount of Contracts (in thousands of dollars).	425,912.29	731,974.71	2,724,276.77	7,554,276.67	8,600,000	1,100,000	21,136,440.44
3. Number of fatalities.	0	0	0	0	0	0	0
Number of lost workday cases.	0	0	1	4	5	3	13
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	0	3	12	15	3	33

PW-5: Request for Preference Consideration

FORM PW-5

REQUEST FOR PREFERENCE CONSIDERATION

<u>INSTRUCTIONS</u>: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.

☐ PREFERENCE NOT REQUESTED

<u>OR</u>

₩ PF	PREFERENCE REQUESTED (SELECT ALL THAT APPLY)				
Prefe	Preference Program Reference				
Ø	Request for Local Small Business Enterprise (LSBE) Program Preference	LACC 2.204			
	☑ Certification for Non-Federally Funded County Solicitations				
	☑ Certification for Federally Funded County Solicitations				
	Request for Social Enterprise (SE) Program Preference	LACC 2.205			
	☐ Certification for Non-Federally Funded County Solicitations				
	☐ Certification for Federally Funded County Solicitations				
	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	LACC 2.211			

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or \$150,000 in response to any county solicitation.



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

Board of Supervisors February 21, 2023

Hilda L. Solis First District

Andrew Tan PATROL SOLUTIONS, LLC 10016 PIONEER BLVD STE 109 SANTA FE SPGS, CA 90670-6218 Vendor #: 199883 Certification Record #: 093178

Holly J. Mitchell Second District

Lindsey P. Horvath Third District

CERTIFICATION LETTER FOR FEDERALLY FUNDED COUNTY SOLICITATIONS

Janice Hahn Fourth District

Dear Andrew Tan,

Kathryn Barger Fifth District

<u>Director</u> Rafael Carbajal

Chief of Staff Joel Ayala

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) on federally funded solicitations from the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your System for Award Management (SAM) registration as a small business. Your certification expires on June 30, 2023

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which are federally funded and subject to federal restrictions and include the "Request for Preference Consideration" form. You must complete the form and provide a copy of this approval letter in your bid/proposal to receive the preference. To view your L.A. County LSBE certification status, visit: camisvr.co.la.ca.us/webven

As a certified LSBE, your company is also eligible for a 15-day prompt payment through the "Countywide Small Business Payment Liaison and Prompt Pay Program." To request your free Prompt Payment Stamp please email the Office of Small Business at OSB@dcba.lacounty.gov or call (323) 881-3964.

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for this certification. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

For questions about this certification or to learn more about resources available to small businesses you can visit us online at DCBA.lacounty.gov, email us at OSB@dcba.lacounty.gov, or call us at (323) 881-3964

Sincerely,

Rafael Carbajal Director

Christian Olmos

Program Chief, Office of Small Business

RC:CO



dcba.lacounty.gov info@dcba.lacounty.gov

320 W. Temple St., RoomG-10, Los Angeles CA, 90012-2706 (213) 974-1452 · (800) 593-8222 · Fax: (213) 687-1137

PW-6: Proposer's Reference List

FORM PW-6

	PROPOSERIO	DEFEDENCE LICT	FORIVI PW-		
		REFERENCE LIST			
PROPOSER NAME:					
PROPOSED CONTRAC	CT FOR: LA County DPW	Stormwater Maintenance Field	Locations (BRC0000374)		
years. Please verify all contact and/or fax numbers, or e-mail a COUNTY OF LO	names, telephone and fax numb addresses will be disregarded. U DS ANGELES AGENCIE	bers, and e-mail addresses before se additional pages if required.	e Proposer during the previous thre e listing. Incorrect names, telephon listed.		
SERVICE: N/A	SERVICE DATES:	SERVICE:	SERVICE DATES:		
DEPT/ DISTRICT:		DEPT/DISTRICT:			
CONTACT:		CONTACT:			
TELEPHONE:		TELEPHONE:			
FAX:		FAX:			
E-MAIL:		E-MAIL:			
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:		
DEPT/ DISTRICT:		DEPT/DISTRICT:			
CONTACT:		CONTACT:			
TELEPHONE:		TELEPHONE:			
FAX:		FAX:	FAX:		
E-MAIL:		E-MAIL:			
B. OTHER GOVER	RNMENTAL AGENCIES	AND PRIVATE COMPAN	IIES		
SERVICE: Security	SERVICE DATES: 09/2020 to present	SERVICE: Security	SERVICE DATES: 01/2021 to present		
AGENCY/ FIRM: Arts District of Los Angeles Bu		AGENCY/ FIRM: Contra Co			
ADDRESS: 1801 E. 7th St.	Los Angeles, CA 90021		Ave. Concord, CA 94520		
CONTACT: Miguel Vargas, E		CONTACT: Norberto Martine	CONTACT: Norberto Martinez, Facilities Maintenance Administrator		
TELEPHONE: 213-880-1332		TELEPHONE: 925-688-814	46		
FAX:		FAX:			
E-MAIL: miguel@artsdistrict	la.org	E-MAIL: facilities@ccwate	er.com		
SERVICE: Security	SERVICE DATES: .	SERVICE: Security	SERVICE DATES:		
	SERVICE DATES: 06/2020 to present ancisco Human Services Agency	, , , , , , , , , , , , , , , , , , ,	SERVICE DATES: 04/2020 to present		
	t. San Francisco, CA 94103	AGENCY/ FIRM: Logix Federal Credit Union ADDRESS: P.O. Box 6759 Burbank, CA 91510			
001/2102	Security Liaison Officer	CONTACT: Tyson Humpherys, Safety Manager			
TELEPHONE: 415-850-6341		TELEPHONE: 818-565-21			
FAX:		FAX:			
E-MAIL: joseph.villatoro@sf	gov.org	E-MAIL: thumpherys@lfc	cu.com		

PW-7: Equal Employment Opportunity Certification

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Propos	er's Name Patrol Solutions		
Addres	s 14241 Firestone Blvd., Suite 400 La Mirada, CA 90638		
Interna	I Revenue Service Employer Identification Number		
that treat sex	ccordance with Los Angeles County Code, Section 4.32.010, the Proposer cert all persons employed by it, its affiliates, subsidiaries, or holding companies ted equally by the firm without regard to or because of race, religion, ancestry, nand in compliance with all antidiscrimination laws of the United States of America fornia.	are ar ational	nd will be l origin, or
1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	M O	YES NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	D .	YES NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	Ø	YES 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.	Ø	YES
	establishinent of goals and timetables.		NO

PW-8: This form is intentionally removed.

PW-9: Proposer's Debarment History and List of Terminated Contracts

FORM PW-9

PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: Patrol Solutions

1. DEBARMENT HISTORY (Check one)	YES	NO			
Proposer is currently debarred by a public entity					
If yes, please provide the name of the public entity:					
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO			
Proposer has contracts that have been terminated in the past three (3) years.		$\overline{}$			
If yes, please list all contracts that have been terminated prior to expiration within the	last three (3) year	s below.			
Name of Service/Contract: Name of Entity/Agency:					
Entity/Agency Address:					
Contact Person and Title: Business Phone:					
Termination Date: Contract Number:					
Reason for Termination:					
Name of Service/Contract: Entity/Agency Address: Name of Entity/Agency:					
Contact Person and Title: Business Phone:					
Termination Date: Contract Number:					
Reason for Termination:					
Name of Service/Contract: Name of Entity/Agency:					
Entity/Agency Address:					
Contact Person and Title: Business Phone:					
Termination Date: Contract Number:					
Reason for Termination:					
TOUR TOUR PROPERTY.					

PW-10: Community Business Enterprise (CBE) Information

Instructions for Completing Form PW-10

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIR	WORGANIZATION INFORMATION
	Using numerical digits, enter the total number of individuals employed by the
Total Number of Employees in California	firm in the state of California.
	Using numerical digits, enter the total number of individuals employed by the
Total Number of Employees (including owners)	firm regardless of location.
	Using numerical digits, enter the make-up of Owners/Partners/Associate
	Partners and percentage of how ownership of the firm is distributed into the
	Race/Ethnic Composition categories listed in the table. Final number must
Race/Ethnic Composition of Firm Table	total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

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 his/her judgment shall be final.

FORM PW-10

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE		REFERENCE						
1 FIRM/ORGANIZATION INFORMATION	purposes on award, contri to race/ethni	on requested below is for statistical y. On final analysis and consideration of ictor/vendor will be selected without rega- sity, color, religion, sex, national origin, as ation or disability.						
Total Number of Employees in C	alifornia:	170						
Total Number of Employees (Incl	uding owners):	170						
Race/Ethnic Composition of Firm following categories:	n. Enter the mak	e-up of Owners/Pa	rtners/Associate Pa	rtners into the				
Pare Withold Composition	0000000	Patricri to Partricra	Percentage of flow cierlerings the first is distributed					
	Male	Female	Male	Female				
Black:African American			%	9				
		_						
Hispanic/Latino			76	9				
			- 4					
Asian or Pacific Islander			16	1				
Hispanic Catino Asian er Pacific Islander American Indian Filipino			96 96 96					

TITLE		REFERENCE					
2 CERTIFICATION AS MI WOMEN, DISADVANTAGE DISABLED VETERAN, AN LESBIAN, GAY, BISEXUA. TRANSGENDER, QUEER QUESTIONING-OWNED (I BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lestian, gay, biexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following. Check if not applicable						
Argenicy States	tě mortly	Weireir	Onsansiv primpagnid	(Dürabekir Veterah	ę c etco		

PW-12: Proposer's Pending Litigations and Judgments

FORM PW-12

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Patrol Solutions
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)
 Against Proposer; Principal; Both (check as appropriate) Name of Litigation/Judgment: Case Number: Court of Jurisdiction: Description: Description:
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)
 Against □ Proposer; □ Principal; □ Both (check as appropriate)
Name of Litigation/Judgment:
3. Case Number:
4. Court of Jurisdiction:
 Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

PW-13: Proposer's Insurance Compliance and Affirmation

FORM PW-13

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Patrol Solutions Proposer's Name 14241 Firestone Blvd., Suite 400 | La Mirada, CA 90638 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. If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. 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.

PW-14: COVID-19 Vaccination Certification of Compliance

This requirement no longer applicable.

PW-15: Statement of Equipment Form

FORM PW-15

AFFIRMATION OF COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: Information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirements of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

Subcontracting is not allowed for the purposes of meeting any of the minimum mandatory requirements, including a Subcontractor in your submitted proposal will render your proposal nonresponsive and disqualify your proposal from further consideration. At the time of proposal submission, Proposer must meet all of the following minimum requirements:

 Proposer must possess a valid and active California-issued private patrol operator license at the time of proposal submission.



Yes. Proposer does have the required valid and active license as specified above. *Please complete the chart below:*

Proposer's Name	Active Dates (Month/Yr.)	License Number	Page No. (Provide page of your proposal detailing this info.)
Patrol Solutions		119966	

- No. Proposer does not have the required valid and active license as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
- Proposer must have a minimum of 5 years of experience providing security services for private and/or public institutions.
 - ∇

Yes. Proposer does have the required years of experience providing the type of security services solicited as specified above. *Please complete the chart below:*

Proposer's Name	Experience Dates (Mo.//r. to Mo.//r.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Patrol Solutions	From: 2010	Founded in 2010 and providing security	
r atioi colations	To: Present	services ever since, continuously	

No. Proposer does not have the required years of experience providing the type of security services solicited as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

PROPOSAL Page 134

Page 1 of 2

FORM PW-15

(Continued)

3.	Proposer's supervising employee(s) must have a minimum of 3 years of experience supervising	ng
	security operations.	

М	vising the		employee(operations				
						_	

Employee's Name	Experience Dates (Mo./Yr. to Mo./Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)	
Klinton Kehoe, CEO	From: 2009	Began career in security in 2009, became CEO and owner of Patrol Solutions in 2016	10	
	To: Present	OLO did owner of 1 dio ocidions in 2010		

- No. Proposer's supervising employee(s) does not have the required years of experience supervising the type of security operations as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
- 4. Proposer must submit a Bid Guarantee of 10 percent of the proposed annual price, as specified in Part I, Section 2.A.15, Bid Guarantee. A separate Bid Guarantee must be submitted for each Service Location Group the Proposer is submitting a proposal for. <u>Subcontractors will not be allowed to fulfill this requirement.</u>

Z	Yes. Proposer submits the required Bid Guarantee(s) as specified above in an amount no
	less than 10 percent of the proposed annual price. Page number of your proposal where the Bid Guarantee(s) is/are included:138

- No. Proposer does not submit the required Bid Guarantee(s) as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
- 5. If awarded a contract, Proposer shall provide a faithful performance bond in an amount no less than 50 percent of the annual contract amount, as specified in Part II, Sample Agreement.

∇	Yes.	If awarded	a contract,	Proposer	agrees	to provide	faithful	performance	bond	annually
	in an	amount no	less than 5	0 percent	of the ar	nual contr	act amo	ount.		

No. Proposer does not agree to provide faithful performance bond annually in an amount
no less than 50 percent of the annual contract amount. Checking this box will render your
proposal popresponsive and will disqualify of your proposal from further consideration

Proposer declares through their signed Declaration Form submitted with their Proposal, under penalty of perjury that the information stated above is true and accurate. 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 sole discretion of the County.

Page 2 of 2

PW-16: Compliance with the Minimum Mandatory Requirements

FORM PW-16

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Patrol Solutions
Proposer's Name
14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
Address
Proposer will provide a performance bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will procure maintain, and provide the County the performance bond and payment bond, substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon.
Proposer will not provide a performance bond and payment bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will not procure, maintain, and provide the County the performance bond substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual amount each, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon. Checking this box will render your proposal as nonresponsive and will immediately disqualify your firm from further consideration.

Tuesday, March 14, 2023 Patrol Solutions

14. LIVING WAGE ORDINANCE

Patrol Solutions abides by the Living Wage Ordinance and is **not** applying for exemption.

PROPOSAL Page 137

Tuesday, March 14, 2023 Patrol Solutions

15. BID GUARANTY

We have included and attached our bid guaranty with our proposal submittal.

Copy of Bid Bond as submitted for Group B is provided herein for reference.

PROPOSAL Page 138



Bid Bond

CONTRACTOR:

(Name, legal status and address) PATROL SOLUTIONS 6060 Sunrise Vista Critrus Heights, CA 95621

SURETY:

(Name, legal status and principal place of business) ASCOT INSURANCE COMPANY 55 West 46th Street New York, NY 10036

OWNER:

(Name, legal status and address) COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS 900 South Fremont Avenue, Alhambra, CA 91803-1331

BOND AMOUNT: Ten Percent of Amount bid (10% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any) Security Services for Various Public Works Stormwater Maintenance Field Locations (BRC0000374) - Location Group B: East Region

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with

respect to its completion or

Any singular reference to

plural where applicable.

Contractor, Surety, Owner or other party shall be considered

modification.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

day of March, 2023

PATROL SOLUTIONS (Principal)

(Seal)

(Title)

ASCOT INSURANC

(Surety)

(Title)

AIA Document A310™ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved.

PROPOSAL Page 141

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	
County of Los Angeles	
evidence to be the person(s acknowledged to me that h	pefore me, <u>Vanessa Fong. Notary Public</u> , personally Aston who proved to me on the basis of satisfactory whose name(s) is/are subscribed to the within instrument and e/she/they executed the same in his/her/their authorized capacity(ies), pature(s) on the instrument the person(s), or the entity upon behalf of 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.
VANESSA FONG Notary Public - California Los Angeles County Commission # 2398052 My Comm. Expires Mar 22, 2026	WITNESS my hand and official seal.
My Collini. Expires Mar 22, 2026	

PROPOSAL Page 142



Ascot Surety & Casualty Company Ascot Insurance Company 55 W 46th Street, 26th Floor New York, NY 10036

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That Ascot Surety & Casualty Company, and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint

Tracy Aston, Rosa E. Rivas, Samantha Russell, Meghan Hanes, Mary Y. Volmar and Vanessa Fong

and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, of Los Angeles, CA seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writingsobligatory in the nature thereof, issued in the course of its surety business, and to bind the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an "Authorized Individual" and, collectively, the "Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof. common thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the aeal of the Corporation be affixed to any such Power of Attorney or to any certificate retaining thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimite seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof,

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretolore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute this Power of Attorney on the Companies' behalf, this 23rd day of August, 2022.



ASCOT SURETY & CASUALTY COMPANY ASCOT INSURANCE COMPANY

Tala Quigley (Executive Vice President, Sh

Matthew Kramer (Chief Executive Officer)

STATE OF NEW JERSEY COUNTY OF MODLESEX) as.

On this 12 TO day of 1 10 Set or me came the above named Chief Executive Officer of each of Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

3,2027

I, the undersigned Secretary of the Company, 65 tables, USCS 928 Val Englishing eccepts of the Resolution adopted by the Board of Crectors of the Company Attorney issued pursuant thereto, are true and connect, and further certify that both the Resolution and the Power of Attorney are still in full force and of

This Certificate may be signed by facsimile under and by authority of the full using resolution of the Board of Directors of the Companies

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the seal of the Corporation be offixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) restinction.

Power of Attorney or certificate bearing such factimite signatures or facsimite seal (electronic or otherwise) shall be valid and bipdog upon if when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the option.

IN WITHESS WHEREOF, I have hereunto setmy hand and affixed the seal of the Companies of MAR or 1 2023

ASCOT SURETY & CASOALTY COMPANY ASCOT INSURANCE COMPANY

ims Notices should be sent to: Ascot Surely & Casusity Company, 55 W 46th Street, 26th Floor, New York, MY 10036; Altention Bond Claim Unit, <u>surely-claims@lasco</u>

PROPOSAL Page 143 Tuesday, March 14, 2023 Patrol Solutions

16. ADDITIONAL INFORMATION

Patrol Solutions has a number of competitive advantages that make us the logical choice as the preferred security provider for the County of Los Angeles. These competitive advantages have been developed over the years and show how the PS team focuses on living up to our mission statement: "Our mission is to provide the best security workforce management services, delivered with excellent customer service, for quality clients."

- ▶ Experienced and Engaged Management Team PS' executive and management team are readily available to provide support to the on-site staff and all of our clients. Our field management team remains engaged with all site activities. You will have direct access to upper management. Our upper management has backgrounds in managing major public utilities operations, and will apply this expertise for the benefit of the County of Los Angeles Department of Public Works. Felix Guerrero, our director of operations, has direct experience serving the DPW security contract in the past, when he worked for another security company, and he is exceptionally familiar with the needs, priorities, and values of the County.
- → Cultural Sensitivity PS is a particularly diverse company, employing people from a range of different backgrounds and cultures. With a corporate focus on hiring a diverse workforce, we've developed a high level of cultural sensitivity.
- → Dispatch Center PS operates a 24/7 dispatch center that supports all field personnel and allows staff to monitor assets in the field (vehicles and employees). The dispatcher is also the central hub for emergencies or special requests.
- ◆ Customer Service Focus We know that customer service is crucial in providing a complete security solution for officers who interact with the general public. PS has developed several programs and training methodologies to enhance the customer service skills for our officers.
- **→** Emergency Response PS develops emergency plans for all clients. PS has specially-equipped vehicles and trained staff to handle different emergencies. These emergency response plans are designed in accordance with the Incident Command System.

It is our hope that you and your team have developed a favorable opinion about Patrol Solutions, and that we have been able to address how we will develop, implement, and deliver the best possible security program for the County of Los Angeles Department of Public Works Stormwater Maintenance Field Locations.

Thank you for the opportunity to provide your team with this proposal.

The Patrol Solutions Team

PROPOSAL Page 153

79510

Agreement



BY AND BETWEEN
LOS ANGELES COUNTY
PUBLIC WORKS

AND

PATROL SOLUTIONS, LLC

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS GROUP D, SOUTHWEST REGION (BRC0000374)

TABLE OF CONTENTS

AGREEMENT FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS GROUP D, SOUTHWEST REGION (BRC0000374)

			PAGE
AGREEMENT			1-5
EXHIBIT A Scor	pe of V	Nork	A.1 - 27
EXHIBIT A.1 Sch	edule	of Prices	1-5
EXHIBIT A.2 Stat	ffing P	Plan and Cost Methodology	1-4
EXHIBIT B Ser	vice C	ontract General Requirements	
Section 1	Inter	rpretation of Contract	
	Α.	Ambiguities or Discrepancies	B.1
	B.	Definitions	B.1
	C.	Headings	B.3
Section 2	Star	ndard Terms and Conditions Pertaining to Contract Administration	
	Α.	Amendments	B.4
	B.	Assignment and Delegation	B.4
	C.	Authorization Warranty	B.5
	D.	Budget Reduction	B.5
	E.	Complaints	
	F.	Compliance with Applicable Laws	
	G.	Compliance with Civil Rights Laws	
	H.	Confidentiality	B.7
	I.	Conflict of Interest	B.8
	J.	Consideration of Hiring County Employees Targeted for Layoffs or	
		are on a County Re-employment List	B.8
	K.	Consideration of Hiring GAIN and GROW Participants	B.9
	L.	Contractor's Acknowledgment of County's Commitment to Child	
		Support Enforcement	B.9
	M.	Contractor's Charitable Activities Compliance	B.9
	N.	Contractor's Warranty of Adherence to County's Child Support	
		Compliance Program	B.10
	Ο.	County's Quality Assurance Plan	
	Р.	Damage to County Facilities, Buildings, or Grounds	B.10
	Q.	Employment Eligibility Verification	
	R.	Counterparts and Electronic Signatures and Representations	
	S.	Fair Labor Standards	B.11
	Т.	Force Majeure	
	U.	Governing Laws, Jurisdiction, and Venue	
	V.	Most Favored Public Entity	
	W.	Nondiscrimination and Affirmative Action	B.13
	Χ.	Nonexclusivity	B.14

	Υ.	No Payment for Services Provided Following Expiration/Suspension	
		Termination of Contract	B.14
	Z.	Notice of Delays	B.14
	AA.	Notice of Disputes	B.14
	BB.	Notice to Employees Regarding the Federal Earned Income Credit.	B.15
	CC.	Notices	
	DD.	Publicity	
	EE.	Public Records Act	
	FF.	Record Retention and Inspection/Audit Settlement	
	GG.	Recycled-Content Paper Products	
	HH.	Contractor's Employee Criminal Background Investigation	
	II.	Subcontracting	
	JJ.	Validity	
	KK.	·	
		Waiver	
	LL.	Warranty Against Contingent Fees	
	MM.	Time Off for Voting	
	NN.	Local Small Business Enterprise Utilization	
	00.	Compliance with County's Zero Tolerance Human Trafficking	
	PP.	Method of Payment and Required Information	
	QQ.	Compliance with Fair Chance Employment Hiring Practices	
	RR.	Compliance with the County Policy of Equity	
	SS.	Contractor Independence	B.23
Section 3	Term	ninations/Suspensions	
	A.	Termination/Suspension for Breach of Warranty to Maintain	
		Compliance with County's Child Support Compliance Program	B.24
	B.	Termination/Suspension for Convenience	B.24
	C.	Termination/Suspension for Default	B.25
	D.	Termination/Suspension for Improper Consideration	
	E.	Termination/Suspension for Insolvency	
	F.	Termination/Suspension for Nonadherence to County Lobbyists	
		Ordinance	B.27
	G.	Termination/Suspension for Nonappropriation of Funds	
Section 4		eral Conditions of Contract Work	
	Α.	Authority of Public Works and Inspection	B 28
	В.	Cooperation	
	C.	Cooperation and Collateral Work	B 28
	D.	Equipment, Labor, Supervision, and Materials	
	E.	Gratuitous Work	
	F.	Jobsite Safety	
	G.		
	Н.	Labor Law Compliance	
	I.	Overtime	
	J.	Permits/Licenses	
	K.	Prohibition Against Use of Child Labor	
	L.	Public Convenience	
	М.	Public Safety	
	N.	Quality of Work	B.30

P. Safety Requirements Q. Storage of Materials and Equipment B.3 R. Transportation S. Work Area Controls T. CARD. J. Indemnification and Insurance Requirements A. Independent Contractor Status B. Indemnification C. Workplace Safety Indemnification B.3 Contractor Responsibility and Debarment A. Responsible Contractor B.3 B. Chapter 2.202 of the County Code B.3 C. Nonresponsible Contractor B.3 B. Chapter 2.202 of the County Code B.3 C. Nonresponsible Contractor B.3 E. Subcontractors of Contractor B.3 E. Subcontractors of Contractor B.3 E. Subcontractors of Contractor B.4 Section 7 Compliance with County's Jury Service Program A. Jury Service Program A. Jury Service Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law B. Notice to Employees Regarding the Safely Surrendered Baby Law B. Notice to Employees Regarding the Safely Surrendered Baby Law B. Payment of Living Wage Program A. Living Wage Program A. Living Wage Program B. Payment of Living Wage Rates C. Contractor's Submittal of Certified Monitoring Reports B.4 B. Payment of Living Wage Rates C. Contractor's Submittal of Certified Monitoring Reports B.4 G. Enforcement and Remedies B.4 G. Enfo		Ο.	Quantities of Work	. B.30
R. Transportation B.3 S. Work Area Controls T. CARD B.3 T. CARD B.3 T. CARD B.3 T. CARD B.3 Section 5 Indemnification and Insurance Requirements A. Independent Contractor Status B.3 B. Indemnification B.3 C. Workplace Safety Indemnification B.3 E. Compensation for County Costs B.3 E. Compensation for County Costs B.3 E. Compensation for County Costs B.3 F. Insurance Coverage Requirements B.3 Section 6 Contractor Responsibility and Debarment A. Responsible Contractor B.3 B. Chapter 2.202 of the County Code B.3 C. Nonresponsible Contractor B.3 D. Contractor Hearing Board B.3 E. Subcontractors of Contractor B.3 E. Subcontractors of Contractor B.3 E. Subcontractor by Federal or State Government B.4 Compliance with County's Jury Service Program B.4 Jury Service Program B.4 Section 7 Compliance with County's Jury Service Program B.4 Section 8 Safely Surrendered Baby Law Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law B.4 B. Notice to Employees Regarding the Safely Surrendered Baby Law B.4 C. Compliance with County's Living Wage Program B.4 B. Notice to Employees Regarding the Safely Surrendered Baby Law B.4 C. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims B.4 C. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims B.4 E. County Auditing of Contractor Records B.4 H. Use of Full-Time Employees B.4 H. Use of Full-Time Employees B.4 K. Neutrality in Labor Relations B.4 Section 10 Social Enterprise Preference Program B.5 Section 11 Cocal Small Business Enterprise Preference Program B.5 Section 12 Compliance with County's Defaulted Property Tax Reduction Program B.5		Р.	Safety Requirements	. B.30
R. Transportation B.3 S. Work Area Controls T. CARD B.3 T. CARD B.3 T. CARD B.3 T. CARD B.3 Section 5 Indemnification and Insurance Requirements A. Independent Contractor Status B.3 B. Indemnification B.3 C. Workplace Safety Indemnification B.3 E. Compensation for County Costs B.3 E. Compensation for County Costs B.3 E. Compensation for County Costs B.3 F. Insurance Coverage Requirements B.3 Section 6 Contractor Responsibility and Debarment A. Responsible Contractor B.3 B. Chapter 2.202 of the County Code B.3 C. Nonresponsible Contractor B.3 D. Contractor Hearing Board B.3 E. Subcontractors of Contractor B.3 E. Subcontractors of Contractor B.3 E. Subcontractor by Federal or State Government B.4 Compliance with County's Jury Service Program B.4 Jury Service Program B.4 Section 7 Compliance with County's Jury Service Program B.4 Section 8 Safely Surrendered Baby Law Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law B.4 B. Notice to Employees Regarding the Safely Surrendered Baby Law B.4 C. Compliance with County's Living Wage Program B.4 B. Notice to Employees Regarding the Safely Surrendered Baby Law B.4 C. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims B.4 C. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims B.4 E. County Auditing of Contractor Records B.4 H. Use of Full-Time Employees B.4 H. Use of Full-Time Employees B.4 K. Neutrality in Labor Relations B.4 Section 10 Social Enterprise Preference Program B.5 Section 11 Cocal Small Business Enterprise Preference Program B.5 Section 12 Compliance with County's Defaulted Property Tax Reduction Program B.5		Q.	Storage of Materials and Equipment	B.31
T. CARD. Indemnification and Insurance Requirements A. Independent Contractor Status B. Indemnification B.3 B. D. General Insurance Requirements B.3 E. Compensation for County Costs B.3 F. Insurance Coverage Requirements B.3 Section 6 Contractor Responsibility and Debarment A. Responsible Contractor B.3 B. Chapter 2.202 of the County Code B.3 D. Contractor Hearing Board B.3 D. Contractor Hearing Board B.3 E. Subcontractors of Contractor B.3 D. Contractor Hearing Board B.3 E. Subcontractors of Contractor F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government B.4 Section 7 Compliance with County's Jury Service Program A. Jury Service Program B. Written Employee Jury Service Policy B.4 Safely Surrendered Baby Law Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law Program A. Living Wage Program B. Notice to Employees Regarding the Safely Surrendered Baby Law B.4 C. Contractor's Submittal of Certified Monitoring Reports B.4 D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims B. Payment of Living Wage Rates C. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims E. County Auditing of Contractor Records B.4 F. Notifications to Employees B.5 F.5 F.7 F.7 F.7 F.7 F.7 F.7 F.7 F.7		R.		
Section 5 Indemnification and Insurance Requirements A. Independent Contractor Status B. Indemnification C. Workplace Safety Indemnification B.3 C. Workplace Safety Indemnification B.3 D. General Insurance Requirements E. Compensation for County Costs F. Insurance Coverage Requirements B.3 Section 6 Contractor Responsibility and Debarment A. Responsible Contractor B.3 B. Chapter 2.202 of the County Code C. Nonresponsible Contractor B.3 C. Compliance with County's Living Wage Program A. Living Wage Program B.4 C. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims C. Contractor Retaliation Prohibited B.4 C. Contractor Standards C. Notifications Enterprise (SBE) Preference Program B.5 Cection 10 Social Enterprise Preference Program B.5 Cection 11 Cocal S		S.	Work Area Controls	B.31
A. Independent Contractor Status		T.	CARD	B.31
A. Independent Contractor Status	Section 5	Inde	mnification and Insurance Requirements	
B. Indemnification		A.	Independent Contractor Status	B.32
D. General Insurance Requirements B.3 E. Compensation for County Costs B.3 F. Insurance Coverage Requirements B.3 Contractor Responsibility and Debarment A. Responsible Contractor B.3 B. Chapter 2.202 of the County Code B.3 C. Nonresponsible Contractor B.3 D. Contractor Hearing Board B.3 E. Subcontractors of Contractor B.3 E. Subcontractors of Contractor B.3 F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government B.4 Section 7 Compliance with County's Jury Service Program B.4 B. Written Employee Jury Service Policy B.4 Section 8 Safely Surrendered Baby Law Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law B.4 B. Notice to Employees Regarding the Safely Surrendered Baby Law B.4 Compliance with County's Living Wage Program A. Living Wage Program B.4 B. Payment of Living Wage Rates B.4 C. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims B.4 F. Notifications to Employees B.4 F. Notifications to Employees B.4 G. Enforcement and Remedies B.4 H. Use of Full-Time Employees B.4 K. Neutrality in Labor Relations B.4 K. Neutrality in Labor Relations B.5 Section 10 Social Enterprise Preference Program B.5 Section 12 Disabled Veteran Business Enterprise Preference Program B.5 Section 13 Compliance with County's Defaulted Property Tax Reduction Program B.5		B.		
D. General Insurance Requirements B.3 E. Compensation for County Costs B.3 F. Insurance Coverage Requirements B.3 Contractor Responsibility and Debarment A. Responsible Contractor B.3 B. Chapter 2.202 of the County Code B.3 C. Nonresponsible Contractor B.3 D. Contractor Hearing Board B.3 E. Subcontractors of Contractor B.3 E. Subcontractors of Contractor B.3 F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government B.4 Section 7 Compliance with County's Jury Service Program B.4 B. Written Employee Jury Service Policy B.4 Section 8 Safely Surrendered Baby Law Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law B.4 B. Notice to Employees Regarding the Safely Surrendered Baby Law B.4 Compliance with County's Living Wage Program A. Living Wage Program B.4 B. Payment of Living Wage Rates B.4 C. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims B.4 F. Notifications to Employees B.4 F. Notifications to Employees B.4 G. Enforcement and Remedies B.4 H. Use of Full-Time Employees B.4 K. Neutrality in Labor Relations B.4 K. Neutrality in Labor Relations B.5 Section 10 Social Enterprise Preference Program B.5 Section 12 Disabled Veteran Business Enterprise Preference Program B.5 Section 13 Compliance with County's Defaulted Property Tax Reduction Program B.5		C.	Workplace Safety Indemnification	B.32
F. Insurance Coverage Requirements B.3 Section 6 Contractor Responsibility and Debarment A. Responsible Contractor B.3 B. Chapter 2.202 of the County Code B.3 C. Nonresponsible Contractor B.3 D. Contractor Hearing Board B.3 E. Subcontractors of Contractor B.3 F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contract or by Federal or State Government B.4 Section 7 Compliance with County's Jury Service Program A. Jury Service Program B.4 B. Written Employee Jury Service Policy B.4 Section 8 Safely Surrendered Baby Law Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law Compliance with County's Living Wage Program B.4 B. Notice to Employees Regarding the Safely Surrendered Baby Law B.4 Section 9 Compliance with County's Living Wage Program B.4 B. Payment of Living Wage Rates B.4 C. Contractor's Submittal of Certified Monitoring Reports B.4 C. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims B.4 E. County Auditing of Contractor Records B.4 F. Notifications to Employees B.4 G. Enforcement and Remedies B.4 H. Use of Full-Time Employees B.4 G. Enforcement and Remedies B.4 H. Use of Full-Time Employees B.4 K. Neutrality in Labor Relations B.4 K. Neutrality in Labor Relations B.5 Section 10 Social Enterprise Preference Program B.5 Section 11 Local Small Business Enterprise (SBE) Preference Program B.5 Section 12 Disabled Veteran Business Enterprise Preference Program B.5 Section 13 Compliance with County's Defaulted Property Tax Reduction Program B.5		D.		
F. Insurance Coverage Requirements B.3 Section 6 Contractor Responsibility and Debarment A. Responsible Contractor B.3 B. Chapter 2.202 of the County Code B.3 C. Nonresponsible Contractor B.3 D. Contractor Hearing Board B.3 E. Subcontractors of Contractor B.3 F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contract or by Federal or State Government B.4 Section 7 Compliance with County's Jury Service Program A. Jury Service Program B.4 B. Written Employee Jury Service Policy B.4 Section 8 Safely Surrendered Baby Law Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law Compliance with County's Living Wage Program B.4 B. Notice to Employees Regarding the Safely Surrendered Baby Law B.4 Section 9 Compliance with County's Living Wage Program B.4 B. Payment of Living Wage Rates B.4 C. Contractor's Submittal of Certified Monitoring Reports B.4 C. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims B.4 E. County Auditing of Contractor Records B.4 F. Notifications to Employees B.4 G. Enforcement and Remedies B.4 H. Use of Full-Time Employees B.4 G. Enforcement and Remedies B.4 H. Use of Full-Time Employees B.4 K. Neutrality in Labor Relations B.4 K. Neutrality in Labor Relations B.5 Section 10 Social Enterprise Preference Program B.5 Section 11 Local Small Business Enterprise (SBE) Preference Program B.5 Section 12 Disabled Veteran Business Enterprise Preference Program B.5 Section 13 Compliance with County's Defaulted Property Tax Reduction Program B.5		E.		
Section 6 Contractor Responsibility and Debarment A. Responsible Contractor B. 3 B. Chapter 2.202 of the County Code C. Nonresponsible Contractor B. 3 D. Contractor Hearing Board E. Subcontractors of Contractor F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government Excluded Contractor by Federal or State Government B. 4 Section 7 Compliance with County's Jury Service Program A. Jury Service Program B. Written Employee Jury Service Policy B. 4 Safely Surrendered Baby Law Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law B. Notice to Employees Regarding the Safely Surrendered Baby Law B. Notice to Employees Regarding the Safely Surrendered Baby Law B. A Living Wage Program A. Living Wage Program A. Living Wage Program B. Payment of Living Wage Rates C. Contractor's Submittal of Certified Monitoring Reports B. 4 C. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims C. Contractor Records B. 4 F. Notifications to Employees B. 4 G. Enforcement and Remedies B. 4 H. Use of Full-Time Employees B. 4 I. Contractor Standards B. 4 K. Neutrality in Labor Relations B. 4 Section 10 Social Enterprise Preference Program B. 5 Section 11 Local Small Business Enterprise Preference Program B. 5 Section 12 Disabled Veteran Business Enterprise Preference Program B. 5 Section 13 Compliance with County's Defaulted Property Tax Reduction Program B. 5		F.		
A. Responsible Contractor	Section 6	Cont	· · · · · · · · · · · · · · · · · · ·	
B. Chapter 2.202 of the County Code		_		. B.38
C. Nonresponsible Contractor B.3 D. Contractor Hearing Board B.3 E. Subcontractors of Contractor B.3 F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government B.4 Section 7 Compliance with County's Jury Service Program B.4 B. Written Employee Jury Service Policy B.4 Section 8 Safely Surrendered Baby Law Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law Program A. Living Wage Program B.4 B. Notice to Employees Regarding the Safely Surrendered Baby Law B.4 Compliance with County's Living Wage Program B.4 B. Payment of Living Wage Rates B.4 C. Contractor's Submittal of Certified Monitoring Reports B.4 D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims B.4 E. County Auditing of Contractor Records B.4 F. Notifications to Employees B.4 G. Enforcement and Remedies B.4 H. Use of Full-Time Employees B.4 J. Contractor Retaliation Prohibited B.4 J. Contractor Standards B.4 K. Neutrality in Labor Relations B.4 Section 10 Social Enterprise Preference Program B.5 Section 11 Local Small Business Enterprise (SBE) Preference Program B.5 Section 12 Disabled Veteran Business Enterprise Preference Program B.5 Section 13 Compliance with County's Defaulted Property Tax Reduction Program B.5		B.	Chapter 2.202 of the County Code	B.38
D. Contractor Hearing Board B.3 E. Subcontractors of Contractor B.3 F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government B.4 Section 7 Compliance with County's Jury Service Program A. Jury Service Program B.4 B. Written Employee Jury Service Policy B.4 Section 8 Safely Surrendered Baby Law Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law Program A. Notice to Employees Regarding the Safely Surrendered Baby Law B.4 B. Notice to Employees Regarding the Safely Surrendered Baby Law B.4 B. Notice to Employees Regarding the Safely Surrendered Baby Law B.4 Compliance with County's Living Wage Program B.4 B. Payment of Living Wage Rates B.4 C. Contractor's Submittal of Certified Monitoring Reports B.4 D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims B.4 E. County Auditing of Contractor Records B.4 F. Notifications to Employees B.4 G. Enforcement and Remedies B.4 H. Use of Full-Time Employees B.4 J. Contractor Retaliation Prohibited B.4 J. Contractor Standards B.4 K. Neutrality in Labor Relations B.4 Section 10 Social Enterprise Preference Program B.5 Section 11 Local Small Business Enterprise (SBE) Preference Program B.5 Section 12 Disabled Veteran Business Enterprise Preference Program B.5 Section 13 Compliance with County's Defaulted Property Tax Reduction Program B.5		C.		
E. Subcontractors of Contractor		D.		
F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government		E.		
Excluded Contractor by Federal or State Government		F.		
Section 7 Compliance with County's Jury Service Program A. Jury Service Program B. Written Employee Jury Service Policy Safely Surrendered Baby Law Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law B. Notice to Employees Regarding the Safely Surrendered Baby Law B. Notice to Employees Regarding the Safely Surrendered Baby Law B. A. Living Wage Program A. Living Wage Program B. B. Payment of Living Wage Rates C. Contractor's Submittal of Certified Monitoring Reports B. B. Payment of Living Wage Rates C. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims B. B. F. Notifications to Employees B. G. Enforcement and Remedies B. G. Enforcement and Remedies B. G. Contractor Retaliation Prohibited B. Contractor Standards C. Neutrality in Labor Relations B. Section 10 Social Enterprise Preference Program B. Section 11 Local Small Business Enterprise (SBE) Preference Program B. Section 12 Disabled Veteran Business Enterprise Preference Program B. Section 13 Compliance with County's Defaulted Property Tax Reduction Program B. Section 15 Compliance with County's Defaulted Property Tax Reduction Program B. Section 16 Compliance with County's Defaulted Property Tax Reduction Program B. Section 17 Compliance with County's Defaulted Property Tax Reduction Program B. Section 18 Compliance with County's Defaulted Property Tax Reduction Program B. Section 19 Compliance with County's Defaulted Property Tax Reduction Program B. Section 19 Compliance with County's Defaulted Property Tax Reduction Program B. Section 10 Compliance with County's Defaulted Property Tax Reduction Program B. Section 10 Compliance with County's Defaulted Property Tax Reduction Program			·	B.40
A. Jury Service Program	Section 7	Com	•	
B. Written Employee Jury Service Policy				B.41
Section 8 Safely Surrendered Baby Law Program A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law		B.	Written Employee Jury Service Policy	B.41
A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law	Section 8	Safe		
Surrendered Baby Law				/
B. Notice to Employees Regarding the Safely Surrendered Baby Law. B.4 Compliance with County's Living Wage Program A. Living Wage Program. B.4 B. Payment of Living Wage Rates. B.4 C. Contractor's Submittal of Certified Monitoring Reports. B.4 D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims. B.4 E. County Auditing of Contractor Records. B.4 F. Notifications to Employees. B.4 G. Enforcement and Remedies. B.4 H. Use of Full-Time Employees. B.4 I. Contractor Retaliation Prohibited. B.4 J. Contractor Standards. B.4 K. Neutrality in Labor Relations. B.4 K. Neutrality in Labor Relations. B.4 Section 10 Social Enterprise Preference Program. B.5 Section 11 Section 12 Disabled Veteran Business Enterprise Preference Program. B.5 Compliance with County's Defaulted Property Tax Reduction Program. B.5				
Section 9 Compliance with County's Living Wage Program A. Living Wage Program		B.		
A. Living Wage Program	Section 9	Com		
B. Payment of Living Wage Rates				B.44
C. Contractor's Submittal of Certified Monitoring Reports		B.	Payment of Living Wage Rates	. B.44
Violations and Claims		C.		
Violations and Claims		D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll	
E. County Auditing of Contractor Records				
F. Notifications to Employees		E.		
G. Enforcement and Remedies		F.		
H. Use of Full-Time Employees		G.		
I. Contractor Retaliation Prohibited		H.		
J. Contractor Standards		I.	' '	
K. Neutrality in Labor Relations		J.		
Section 10 Social Enterprise Preference Program		K.		
Section 11 Local Small Business Enterprise (SBE) Preference ProgramB.5 Section 12 Disabled Veteran Business Enterprise Preference ProgramB.5 Section 13 Compliance with County's Defaulted Property Tax Reduction ProgramB.5	Section 10	Soci		
Section 12 Disabled Veteran Business Enterprise Preference ProgramB.5 Section 13 Compliance with County's Defaulted Property Tax Reduction ProgramB.5				
Section 13 Compliance with County's Defaulted Property Tax Reduction ProgramB.5				

EXHIBIT C	Internal Revenue Service Notice 1015
EXHIBIT D	Safely Surrendered Baby Law Posters
EXHIBIT E	Defaulted Property Tax Reduction Program
EXHIBIT F	Performance Requirements Summary
EXHIBIT G	Security Services Group Locations and Schedules
EXHIBIT H	Contract Discrepancy Report
EXHIBIT I	Notice of Proposed Payment Adjustment
EXHIBIT J	Equipment Inventory, Damage and Loss Liability
EXHIBIT K	Statement of Loss of County Equipment
EXHIBIT L	Bond for Faithful Performance

AGREEMENT FOR

SECURITY SERVICES FOR PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS – GROUP D, SOUTHWEST REGION

THIS AGREEMENT, made and entered into this <u>6th</u> day of <u>March</u>, 2024, 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 PATROL SOLUTIONS, LLC, a California Limited Liability Corporation, located at 13314 Mapledale Street, Norwalk, California (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 14, 2023, hereby agrees to provide services as described in this Contract for Security Services for Public Works Stormwater Maintenance Field Locations – Group D, Southwest Region.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices (Forms PW-2.1d through PW-2.5d); Exhibit A.2, Staffing Plan and Cost Methodology; 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, Performance Requirements Summary, Exhibit G, Security Service Group Locations and Schedules; Exhibit H, Notice of Proposed Payment Adjustment; Exhibit I, Contract Discrepancy Report; Exhibit J, Equipment Inventory, Damage, and Loss Liability; Exhibit K, Statement of Loss County Security Equipment; Exhibit L, Bond for Faithful Performance; 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 Forms PW-2.1d through PW-2.5d. The sum for the initial annual term is \$806,030; the sum for the first optional annual term is \$832,292; the sum for the second optional annual term is \$859,571; the sum for the third and final optional annual term is \$888,003; and a month-to-month extension up to 6 months at the PW-2.4d rates for \$444,001, for a total not to exceed maximum potential contract sum of \$3,829,897 for the entire contract period if all optional terms are exercised or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms.

<u>FOURTH</u>: Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term will be for a period of one year commencing upon Board approval. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option will 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. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for CONTRACTOR performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. 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 will 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.

<u>SIXTH</u>: The CONTRACTOR will bill monthly in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates quoted in Schedule of Prices Forms PW-2.1d through 2.5d.

<u>SEVENTH</u>: 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 must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

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

<u>EIGHTH</u>: In no event will 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.

NINTH: 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.

<u>TENTH</u>: The CONTRACTOR must 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 must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>ELEVENTH</u>: No cost-of-living adjustment will be granted for the optional renewal periods.

TWELFTH: 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 L, inclusive, the COUNTY'S provisions shall control and be binding.

<u>THIRTEENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: : A faithful performance bond, substantially in the form attached as the Exhibit L, is required in a sum not less than 50 percent of the total annual Contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the total annual Contract amount may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR must pay all surety premiums, costs, and incidentals required to maintain the surety during the entire contract term, including renewals.

<u>FIFTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

// // //

// // // //

// // //

// // // //

// //

// // // //

// // // //

// // IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairwoman 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.

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

By /////
Deputy

Margaret Ambrose
Type/Print Name

COUNTY OF LOS ANGELES

Chair, Board of Supervisors

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

21 March 6, 2024

JEFF LEVINSON INTERIM EXECUTIVE OFFICER

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

> JEFF LEVINSON Interim Executive Officer Clerk of the Board of Supervisors

PATROL SOLUTIONS, LLC

Its President

Type/Print Name

By ______ Its Secretary

Type/Print Name

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County ofSacramento)	
On December 19, 2023 before me, _	Melvin Mario, Notary Public (insert name and title of the officer)
personally appeared Kunton Vettoe who proved to me on the basis of satisfactory evisubscribed to the within instrument and acknowle his/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the person(s)	edged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct,	e laws of the State of California that the foregoing
WITNESS my hand and official seal.	MELVIN MARIO COMM. # 2360760 HOTARY PUBLIC **COLUPORUS SACRAMENTO COUNTY COMM. Exp. JULY 6, 2025
Signature Www	(Seal)

SCOPE OF WORK

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP D, SOUTHWEST REGION

A. <u>Public Works Contract Manager</u>

Public Works' Contract Manager (CM) for this service will be Ms. Shabnam Hageali of Stormwater Maintenance Division who may be contacted at (626) 300-2306, or snoroozi@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The CM may, at their sole discretion, designate additional Public Works Representatives (PWR) for their respective facilities/locations delegating them the authority to also request work under this Contract. The CM and/or PWRs are the only persons authorized by Public Works to request work from the Contractor. Public Works may change the CMs and/or PWRs at any time. The Contractor will be notified in writing in the event of a change in the CM and/or PWRs.

B. Work Locations

Full details of work locations, hours, and scheduled days of service are as indicated in Exhibit G, Security Services Group Locations and Schedules. Group D locations are as follows:

- 1. El Segundo Yard 2155 El Segundo Boulevard El Segundo, CA 90245
- 2. 83rd Street Yard 5520 West 83rd Street Los Angeles, CA 90045

The various Flood Control District Facilities are included in this Contract. Work locations and the number of hours may be modified during the Contract period at the discretion of the CM and/or PWR. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works facilities, County facilities, or job sites. Any such addition or reduction in work will be provided to the County upon request from the CM at an increase or decrease in cost in accordance with the rates quoted in Forms PW-2.1d – PW-2.5d, Schedule of Prices, for the appropriate Contract term.

C. Requests of Work from the Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's decision to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included at the rates quoted by the Contractor in the applicable Schedule of Prices Form (Exhibit A.1),

for Group D, unless stated otherwise in the Contract. Contractor shall adhere to any changes made by the CM and/or PWR to service schedules and/or service type, as security service needs may vary, as noted in Exhibit G, Security Services Group Locations and Schedules. For example, the CM may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. Contractor shall bill at the hourly rates shown on the appropriate Schedule of Prices (Forms PW-2.1d - 2.4d), for the given term and level of security services requested by the CM.

The Contractor shall be paid for the total number of hours worked in the previous month for acceptable performance. If performance of a service is unacceptable, the County will not pay the full percentage or may deduct the number of unacceptable service hours, at the sole discretion of the County.

E. Work Description

1. Basic Function

- a. Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned locations; safeguard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.
- b. Contractor shall provide a security vehicle for the performance of patrols as required by the Contract when requested and authorized by Public Works. Vehicle travel costs incurred in the performance of required patrols shall be reimbursed at the County's current employee permittee mileage rate upon approval from the CM and/or PWR, which will be provided to the Contractor upon request. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff personnel.

2. Performance Standards

- a. Security officers shall not eat, read, or use laptop computers, or any handheld personal audio or video electronics, or similar devices at any time while at their assigned posts.
- b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.
- c. Security officers shall be in appropriate uniform attire as outlined in this Exhibit A, Scope of Work, Section J.1, Contractor-Furnished Items. Security officer uniforms shall include black shoes and badges at all times. Uniform hats are not required.

- d. Security officers shall not remove or borrow County materials or equipment, or items owned by employees of the County. This includes heaters, fans, radios, food in employee break room refrigerators, etc.
- e. Security officers shall not leave their assigned post until properly relieved.
- f. Security officers shall not use any County telephones for personal use. Any communication not related to the contracted services is prohibited. Only calls related to the contracted services, such as making or receiving calls to or from their supervisors or County representatives is permitted.
- g. Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees during the security officer's working hours is discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable manner.
- Security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the CM and/or PWR.

3. Knowledge and Skills

- a. Security officers shall be able to write and speak English, prepare clear and concise reports, and remember facts and details concerning specific situations.
- b. Security officers shall have a good knowledge of self-defense and public restraint procedures.
- c. Security officers shall be able to communicate effectively with individuals and the general public.
- d. Security officers shall have good knowledge of their assigned post orders, including recognizing areas requiring enhanced vigilance or more frequent patrolling/surveillance.
- e. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

4. Attendance

a. Security officers shall be punctual and have regular attendance.

- b. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall notify the on-site CM and/or PWR for the specific facility prior to the scheduled starting time.
- c. In addition, Contractor shall provide a substitute within an hour of the scheduled time.
- d. Security officer(s) shall not relieve the duties of their post for any amount of time before the end of their scheduled shift, without prior notification to, and permission from the CM and/or PWR.

5. Patrols

- a. Security officers shall conduct vehicular patrols on routes as defined by the CM and/or PWR. Routes or points of emphasis along the designated routes may vary at the discretion of the CM and/or PWR. All patrols, vehicular or on foot shall be varied in time, route, path and frequency so as to avoid the development of predictable routine or pattern.
- b. Security officers on patrol shall log daily tour reports complete with vehicle information, patrol start and end time, notes of any suspicious activity, and mileage incurred during the patrol. The County reserves the right to request odometer readings for any potential discrepancy in mileage reimbursement claims.
- c. All duty officers on patrol shall have a functioning mobile phone and shall maintain it charged and operational and on their person at all times with the number provided to the CM/PWR should they need to make any emergency calls. Additionally, each duty guard shall be equipped with a two-way radio on their person at all times in the event that cell service is out of range or inoperable for any reason. Any instance of the security officer's non-responsiveness during his/her scheduled patrol may constitute contractor nonperformance and incur penalties in accordance with this Exhibit A, Scope of Work, Section V, Liquidated Damages or Exhibit F, Performance Requirements Summary, at the discretion of the CM and/or PWR.

6. Reports and Logs

- a. Security officers shall maintain daily security log sheets which shall be archived and made available each day to the CM and/or PWR, upon request, conduct vehicular patrols on routes as defined by the CM and/or PWR. Logs may be requested to be submitted via email daily or weekly at the discretion of the CM or PWR for any given location.
- b. Security daily log sheets shall include, but are not limited to, name of officer on-duty, times for the beginning and the end of the daily shift,

- times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.
- c. Security officers shall log the description and plate number of vehicles that may be considered suspicious regardless if they do or do not have any apparent destination within the facilities; all off-hours activity shall be logged.
- d. Security officers shall report immediately (to the facility's on-site Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Contract Manager, within 2 hours after the start of the next County workday, a detailed, narrative report of any incidents concerning the events outlined above.

7. Supervisor's Inspection

- a. Contractor shall provide sufficient supervisory staff on each shift to ensure that each post assignment is inspected at least once each shift. Furthermore, the Contractor or its designated representative shall meet, at a minimum, on a monthly basis with the facility's on-site Contract Manager.
- b. The Contractor's supervisor shall attempt to resolve all routine questions concerning the post assignments. Where unresolved questions arise, the supervisor shall contact the CM and/or PWR for direction. In the event of an emergency, the supervisor shall be notified immediately by the security officer on-duty.

8. Inquiries and Complaints

- a. The Contractor shall maintain and operate an active telephone line at an office within the County of Los Angeles and operated by a responsible person(s) who will take the necessary action regarding all inquiries and/or complaints that may arise from security officers, the public, or County personnel. This person(s) shall be available during patrol service hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage.
- b. The Contractor's office staff shall maintain an updated written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. This recorded log of complaints shall be made available for review and inspection by the CM and/or PWR upon request.

F. Responsibilities of the Contractor

- 1. Contractor shall not use any Subcontractor(s) in the performance of this Contract.
- 2. Contractor shall possess and maintain a valid and active California-issued private patrol operator license throughout the duration of the Contract.
- Contractor shall have a minimum of 5 years of experience providing security services to private or public institutions performing the type of services detailed in this Exhibit A, Scope of Work.
- 4. Contractor's supervising employee shall have a minimum of 3 years of experience supervising security operations similar to those detailed in this Exhibit A, Scope of Work.
- 5. Contractor shall provide an annual performance bond in the amount not less than 50 percent of the total annual Contract term amount for all Contract terms including optional years, if exercised.
- Contractor shall adhere to any requests for changes in service schedules and service type, as the needs of the County may vary. Contractor shall provide security officer(s) at the level and rate requested at the discretion of the CM and/or PWR.
- 7. Where applicable, Contractor shall ensure patrol rounds are made with the use of a Detex wand per frequency requested by the CM and/or PWR for each shift. In the event the wand is inoperable, tours shall be done manually, reported and logged.
- 8. Where applicable, Contractor shall ensure GPS tracking is operational and guards have provided real-time access to the CM/PWR or on-site designee each shift. In the event the GPS tracking is inoperable, tours shall be done manually, reported and logged. Additionally, the hourly rate billed for shifts requiring GPS tracking will be billed at the rate for non-GPS enabled security officer until the GPS tracking is enabled and accessible.
- 9. General Responsibilities shall include the following:
 - a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.
 - b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall fluently speak and write the English language.

- c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
- d. Security officers shall be over the age of 18.
- e. Security officers shall have a working knowledge of pertinent Penal Code Sections, i.e., powers of arrest, etc.
- f. Security officers shall be registered and be certified by the State of California, Bureau of Security and Investigative Services (BSIS.) and shall fulfill any other State or local license requirements. Security officers shall possess:
 - 1) California Guard Registration Card
 - 2) Valid and active California Class "C" Driver's License
 - 3) Valid and active Social Security Card
 - 4) Selective Service Card or military discharge papers (DD214, if a Veteran)
 - 5) California Firearms Qualification Cards (for armed security officers)
 - 6) Bureau of Security and Investigative Services impact weapon (baton) training
 - 7) Security officers shall complete drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last 10 years
 - 8) Security officers shall possess a valid Red Cross or American Heart Association Certification in First Aid
 - 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR)
 - 10) Security officers shall be certified to use an Automated External Defibrillator (AED)
- g. Security officers shall be in good physical condition and able to carry out the requirements of the job.
- h. The Contractor shall provide a resume to the CM and/or PWR for each security officer identified to be employed under this Contract.

- Resume requirements are outlined in this Exhibit A, Scope of Work, Section O.6, Security Personnel Background and Experience.
- All security officers performing work shall meet the above standards and the Contractor shall provide a written certification to the CM and/or PWR, at least one working day prior to assignment of a security officer for Public Works facility.
- j. No security officer shall be assigned to a shift before receiving at least four hours on-site training (paid by the Contractor at least the living wage rate, as required by and in accordance with Los Angeles County Code Section 2.201.040) from the Contractor's supervisory employee.
- k. All full-time (more than 35 hours per week) security officers assigned to this Contract shall limit outside employment to no more than 24 hours per week.
- I. At the request of the CM and/or PWR, the Contractor shall remove from work, any security officer who fails to meet the aforementioned requirements and any other obligations/regulations described herein. The Contractor shall immediately replace any security officer removed or unavailable, in order to continue the required service levels.

10. Additional Obligations

- a. The Contractor certifies that officers assigned to work at Public Works facilities, that those persons are in sound physical and emotional health necessary to perform the duties required of their post.
- b. Public Works locations and/or patrol areas in use by the Contractor shall be subject to inspection and shall be accessible to Public Works personnel or other public entities responsible for the inspection of other County and public facilities.at any and all times, if requested.
- c. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The Contractor may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss and/or damages, other than normal wear and tear, of said equipment.
- d. The Contractor shall be responsible for and provide security of all supplies and equipment under the Contractor's control or use during the course of this Contract.

- e. The Contractor may be required to provide minor short-term investigative surveillance services. The Contractor shall be responsible to hold all required State of California licenses and/or certifications to provide such services and be paid at the Contractor's armed Sergeant hourly rate indicated in Forms PW-2.1d 2.4d, Schedule of Prices, unless otherwise agreed upon.
- f. Upon Public Works' written request, the Contractor may be required to provide the services of one or more armed or unarmed Lieutenant or Security Directors, as defined in this Exhibit A, Scope of Work, Section H.2, Contract Administration, Role of Contractor's Staff. The Contractor's compensation for Lieutenant shall be at the hourly rate indicated on the Schedule of Prices Form for the given term (Exhibit A.1).

11. Security Regulations

- a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the work location. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary disturbance at any work location and shall be subject to all rules and regulations which govern that location.
- b. All weapons shall be in the custody of the security officer at all times.
- c. The Contractor shall immediately report to the facility's on-site Contract Manager for any accidents and/or loss of equipment, supplies, etc.
- d. The Contractor shall provide the CM and/or PWR with an updated staffing plan, with a complete list of employees who can be assigned to perform Contract work. The plan shall include all required permits and licenses, age, address, classification, date of birth, driver's license number, and length of service with Contractor. Whenever personnel changes on this Contract are made, Contractor shall supply an updated staffing plan.
- e. Where applicable, keys and other items issued by the County to the Contractor's employees shall be picked up at the beginning of each shift and returned to the facility's designated on-site staff at the end of each shift, or as directed by the CM and/or PWR.
- f. Public Works will not pay overtime to Contractor's employees required to work a 4/40 work week, if any. If a 4/40 work schedule is to be implemented, the Contractor shall be responsible for obtaining all necessary labor approvals from its employees in accordance with

all applicable labor law codes and legal requirements for the work to be performed under this Contract.

- g. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct which may be considered unsuitable are:
 - 1) Vacating assigned post without authorization.
 - 2) Leaning against walls, doors, etc.
 - 3) Idle talk with other security personnel, County employees, or visitors.
 - 4) Reading newspapers, magazines, or other nonwork-related materials.
 - 5) Listening to radios, TVs, or CD players, or any other electronic devices.
 - 6) Wearing of headphones
 - 7) Rude or imprudent conduct or actions directed to, or in the presence of County employees and/or visitors.
 - 8) Using cellular phones for personal business.
 - 9) Playing handheld computer devices, i.e., iPod, iPad, tablets, etc.

12. Emergency Conditions/Work Action

In the event of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the facility's on-site Contract Manager. The Contractor and its employees shall cross picket lines and provide contracted services during any work action or strike.

G. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the CM and/or PWR on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

 It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.

- 2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available upon request by the County during the term of this Contract.
- 4. Updated information for all Contractor's staff including but not limited to completed training, certifications, permits, licenses, etc. This information shall be made available upon request by the County during the term of this Contract.
- 5. The methods for continuing assured service to the County in the event of a strike of the Contractor's employees.

H. <u>Contract Administration</u>

1. Role of County Staff: Contract Manager

Contractor shall perform security services as directed by and to the satisfaction of the CM. As stated in Section A of this Exhibit A, Scope of Work, CM may designate other Public Works Representatives (PWR) for their respective facilities for activities related to the services under this Contract. PWR will be made available to the Contractor to answer questions and provide the necessary liaison between the Contractor and Public Works. In the case of disputes arising from the quality of work performed, the opinion of the CM shall prevail.

2. Role of Contractor's Staff: Security Director and/or Account Manager

The Contractor shall assign an Account Manager and/or Executive who will operate in the capacity of Security Director for this Public Works' Contract account. The Director of Security shall function as the liaison between the Contractor and the CM and/or PWR and shall be responsible at all times for the supervision of all of the Contractor's personnel. The Security Director shall meet with the CM and/or PWR prior to the commencement of this Contract to coordinate for the performance of security services as required for each specific location. Additionally, the Contractor's Security Director shall ensure the following:

- a. Provide a telephone number(s) where he/she (or designated alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.
- b. Provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.

- d. Provide adequate and competent staff to fulfill all duties required by this Contract as detailed in Section O, Specific Tasks, of this Exhibit A, Scope of Work. No changes in key personnel shall be made subsequent to the award of this Contract without prior knowledge and approval of the County.
- e. Have a minimum of 5 years of experience in the management and operation of security services.
- f. The Security Director and any security personnel employed thereunder (sergeant, lieutenants, officers, etc.) shall be able to read, write, speak, and understand the English language.

I. <u>County-Furnished Items</u>

- Public Works will furnish, without cost, to the Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:
 - a. The County will provide facilities with telephone service for the Contractor's use. The Contractor shall be prohibited from using County facilities for conducting other business interests which are not related to, or required for, County security services. The Contractor's telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the CM and/or PWR on a monthly basis to determine if the Contractor's phone usage is excessive or unreasonable.
 - b. The Radio-telephone Operations Manual provided by the County will provide security officers with information on the proper use of hand-held radios, which may be used.
 - c. The County may provide radios for the Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
- 2. Prior to the start of the Contract, the Contractor and the CM and/or PWR shall prepare an Equipment Inventory, Damage, and Loss Liability form, if applicable (see Exhibit J) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by the Contractor and CM and/or PWR, and if the equipment is found to be defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (see Exhibit H) will be issued by the CM and/or PWR. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.

- 3. The Contractor shall not make any alterations to the equipment or facilities unless written permission from the CM and/or PWR is granted.
- 4. All equipment provided shall, at all times, be kept clean, well prepared, and up to Contract performance standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

J. Contractor-Furnished Items

- 1. The County will not furnish uniforms. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
 - a. Trousers/skirt
 - b. Shirt/blouse
 - c. Belt, shoes, and socks solid black
 - d. Shoulder patches
- 2. The Contractor shall provide its own badges and shoulder patches, which shall be in full compliance with all legal requirements.
- 3. The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items, such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no additional expense to Public Works. All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by Contractor at no additional expense to Public Works.
- 4. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.
- 5. The items outlined below will not be furnished, maintained, or paid for by the County. Armed and unarmed security officers shall be equipped with the following items:
 - a. Sam/Sally Browne belt (gun belt);
 - b. Handcuff case;
 - c. Set of handcuffs, plus female key;

- d. Four (4) keepers;
- e. Key snap;
- f. One heavy-duty, three or five cell flashlights, with batteries;
- g. Radio with holder/pouch;
- h. Name tag and Badge, to be worn on uniform at all times;
- Side-handle Baton with Baton ring or collapsible Side-handle Baton with Baton ring. Handler, 12" or ASP (12" or 26") expandable straight stick;
- j. Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in a holster);
- k. Holster (armed security officers only);
- I. Smith & Wesson, Colt, Ruger four-inch barrel, blue or stainless steel finish, double action, with a firing pin block .38 caliber revolver or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and a half-inch barrel, blue or stainless steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position; or Glock 17 or 19 in 9mm caliber (armed security officers only);
 - The semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on. These firearms have been approved by the County of Los Angeles Sheriff's Department (LASD) as meeting their testing requirements for safety, performance, quality, and training procedures.
- m. Ammunition pouch (armed security officers only);
 - Ammunition pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semi-jacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon, 9mm jacketed or semi-jacketed hollow point only.
- n. Rain gear (as necessary);
- o. Jacket (as necessary);
- p. Patrol vehicles (as necessary).

K. Weapons List

The Contractor shall provide the CM and/or PWR with the make and serial number of each security officer's weapon. The list shall be provided prior to a security officer being assigned to a Public Works facility.

L. <u>Identification Badges</u>

The Contractor shall issue its employees a photo-identification badge. It is mandatory that each of Contractor's employees wear their identification badge while working at County locations. The location on the uniform where the identification badge shall be worn will be approved by Public Works.

M. Special Safety Requirements

All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works' jobsites.

N. 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 suspension of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

O. Specific Tasks

The tasks outlined below are specific but may vary from facility to facility. Contractor shall prepare a work plan in concert with the facility's on-site Contract Manager, including a security officer's Beat Instruction Book, which shall include tasks for all Contractor personnel, including supervisors and the Contract Director. A copy of the work plan for each facility shall be submitted to the facility's on-site Contract Manager within 30 days of the start of this Contract. The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, location of any safes, special instructions concerning the particular assignment, etc. Contractor shall update the Beat Instruction Books at least once a year or more often, if necessary. The security officer's performance on assignment shall conform to the written instructions in the post orders.

1. Security Officer's Tasks

The following is a list that includes, but is not limited to, tasks that are expected of a security officer. The security officer shall:

a. Report to work on time.

- b. Not be relieved of the duties of their post before their scheduled shift, unless otherwise approved by the CM and/or PWR.
- c. Be courteous and professional.
- d. Maintain good personal and uniform appearance.
- e. Monitor parking, as directed.
- f. Intervene to terminate injurious acts.
- g. Patrol an area or facility as directed by the CM and/or PWR, for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- h. Conduct searches of individuals for weapons, if necessary.
- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action, if necessary.
- j. Answer questions of visitors regarding geographic locations, services, and functions.
- k. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- I. Detect and prevent the introduction of prohibited or unpermitted contraband to a facility.
- m. Punch a time clock at assigned station, as directed.
- n. Open/close and lock/unlock doors and gates, as directed.
- o. Reduce and/or turn off facility lighting and close window coverings, as required.
- p. Verify the security of safes and other areas where equipment or materials of value are stored.
- q. Raise and lower flags.
- r. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- s. Respond to reports of ill or injured patrons, visitors, or employees; render first aid and cardiopulmonary resuscitation; and notify supervisor if further assistance is considered necessary or desirable.
- t. Immediately relay reports of bomb threats to the facility's on-site Contract Manager.

- u. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.
- v. Report malfunctioning equipment, liquid spills, and other such matters to the facility's on-site Contract Manager.
- w. Monitor alarm systems and electronic surveillance equipment.
- x. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate the situation encountered, and take prescribed action.
- y. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses, and suspects to ascertain or verify facts.
- z. Pursue and apprehend persons suspected of damaging County property and/or injuring County employees or visitors to Public Works facilities, if necessary.
- aa. Detain suspects pending transportation and booking by local law enforcement agency, if necessary.
- bb. Operate a bicycle, motor cart, or automobile, where directed.
- cc. Have knowledge in the care and use of an impact weapon (baton).
- dd. Have knowledge of self-defense and restraint procedures.
- ee. Communicate effectively with individuals and the general public.
- ff. React quickly, take command of an emergency situation.
- gg. Use good judgment and discretion in handling the unruly or trespassing public.
- hh. Remember facts and details concerning specific situations.
- Alert CM and/or PWRs of any suspicious activity observed during shift hours and provide recommendation for possible pre-emptive action.
- jj. Maintain complete reports and logs and provide such documents in a timely manner, when requested by the CM and/or PWR. Such documents include but are not limited to nonemployee injury reports, detailed incident reports, timesheet logs, etc.
- kk. Provide escort services, within 5 minutes of the request or as required.
- II. Assist other security officers.

- mm. Hold over at the facility until properly relieved.
- nn. Take primary photographs as required.
- oo. Activate fire or other emergency procedures as required.
- pp. Call and notify law enforcement authorities, fire department, paramedics, etc., as required.

2. Security Director/Account Manager (Executive) Tasks

The following is a list that includes, but is not limited to, those tasks that are expected of Contractor's supervisor. The supervisor shall:

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper methods and explain conditions under which deviations are permissible.
- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal and uniform appearance.
- j. Update and explain post procedures.
- k. Have working knowledge of radio procedures.
- I. Conduct investigations.
- m. Complete all necessary reports specified in this Contract.
- n. Review subordinates' reports.

3. Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

a. Maintain the Quality Control Plan

- b. Report to and meet with the facility's on-site Contract Manager, as required.
- c. Respond to Contract Discrepancy Reports.
- d. Establish policy and procedures with regard to each respective post location, with the advice and consent of the facility's on-site Contract Manager.
- e. Ensure sufficient availability of security officers to cover Public Works' requirements.

4. Regulations and Forms

- a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.
- b. The following is a list of Exhibits (F through L) applicable to the security Statement of Work:
 - Exhibit F Performance Requirements Summary
 - Exhibit G Security Services Group Locations and Schedules
 - Exhibit H Contract Discrepancy Report
 - Exhibit I Notice of Proposed Payment Adjustment
 - Exhibit J Equipment Inventory, Damage, and Loss Liability
 - Exhibit K Statement of Loss of County Security Equipment
 - Exhibit L Bond for Faithful Performance

5. Performance Requirements Summary

Performance Requirements Summary (Exhibit F) lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

a. Quality Assurance

The Contractor's performance will be compared to the Contract standards for acceptable levels of service in accordance with all applicable terms and conditions of this Contract including all performance indicators detailed in Exhibit F, Performance Requirements Summary.

The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

- 1) Random sampling
- 2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance
- 3) Customer complaints
- b. Unacceptable Performance

For unsatisfactory services surveyed by sampling, the Contractor shall be required to immediately correct issues found by the County to be unacceptable.

c. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when discrepancies found by the CM and/or PWR upon surveillance do not violate the standards for acceptable performance as indicated in this Contract.

When the CM and/or PWR determines the performance is unacceptable, a Contract Discrepancy Report will be issued to the Contractor which will explain, in writing, the unacceptable performance. The Contractor shall complete the report by outlining how performance will be returned to acceptable levels and how recurrence of the problem shall be prevented in the future. The CM and/or PWR will evaluate Contractor's explanation and determine, if full payment or partial payment is applicable and inform the Contractor. The County may alternatively enforce any applicable remedies as detailed in this Exhibit A, Scope of Work, Section V, Liquidated Damages.

6. Security Personnel Background and Experience

All security officers and security supervisors providing services under this Contract shall comply with background investigations and training requirements to the satisfaction of the County notwithstanding the following:

- a. Contractor shall provide documentation of all completed background investigations and required training for all security personnel upon request from the CM and/or PWR. If such documentation is not provided as required, this Contract may be subject to suspension or termination. The County reserves the final decision as to the suitability of security officers and supervisors who will be assigned to perform work on this Contract.
- b. Given the potentially sensitive nature of the work to be performed, and the materials, equipment, and weapons that are involved, Contractor shall perform background investigations prior to employment and assignment to any work under this Contract. Public Works reserves the right to request these and additional background investigations for any and all Contractor personnel at any time during employment of said personnel.
- c. In any event of non-approval of any of the Contractor's security personnel or staff, all disqualifying information is to be kept confidential and is not reviewable by the Contractor.
- d. The Contractor's personnel may be required to pass the County's background investigation for Contract security officers and shall be fingerprinted and/or interviewed at Los Angeles Sheriff's Department (LASD) facility prior to being approved for employment on this Contract. Public Works, in its sole discretion, reserves the right to initiate the LASD investigation process for any and all of the Contractor's personnel, as necessary.
- e. Contractor shall be responsible for reimbursement or direct payment to the LASD for any and all expenses associated with performing each background investigation.
- f. The background investigation process, requirements, guidelines and provisions expressed herein are subject to change at any time at the sole discretion of the County.
- g. Contractor's security personnel and staff who have been involved in any of the following may <u>not</u> be accepted, consistent with applicable law:
 - 1) Any felony conviction
 - 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions
 - 3) Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse

- Conduct that would preclude the Contractor from receiving a bond
- 5) Any pattern of irresponsible behavior, including, but not limited to, unsatisfactory driving or employment record, or any pattern of recent or habitual drug use
- h. The Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:
 - 1) General Information The candidate's name, age, current address, security officer's classification, social security number, and date of birth.
 - 2) Employment History A chronological list of all jobs held by candidate and any period of unemployment during the last 10 years, highlighting security experience.
 - 3) Military Record All military experience (regular or reserve) shall be documented, if applicable. Contractor shall provide a copy of candidate's Selective Service Card or military discharge papers (DD214). If the candidate does not possess a Selective Service Card or military discharge papers, explain why the documents are unavailable.
 - 4) Criminal Record Any criminal record of the candidate shall be fully disclosed.
- i. Security Director (Account Manager/Executive) Equivalent of 5 years' paid experience managing security service operations.
- j. Lieutenant (Account Supervisor/Watch Commander) Equivalent of 2 years' security supervisory experience.
- k. Sergeants (Site Supervisor) Equivalent of 3 years' paid armed security experience and 1 years' security supervisory experience.
- I. Armed Security Officers Equivalent of 3 years' paid armed security experience.
- m. Unarmed Security Officers Equivalent of 2 years' paid security experience.
- n. All security officers and supervisors shall possess the following, unless otherwise noted:
 - 1) Active and valid State of California Guard Registration Card

- 2) Active and valid State of California Weapons Permit (unless unarmed)
- 3) Impact weapon (baton) training certification as approved by BSIS
- 4) Active and valid First Aid Certificate or EMS Certificate
- 5) Active and valid Cardiopulmonary Resuscitation Certificate
- 6) Active and valid Automated External Defibrillator Certificate
- 7) Active and valid California Class "C" Driver's License

The Contractor personnel assigned to this Contract shall not allow their cards, permits, certifications, and/or licenses to expire. The Contractor shall maintain its private patrol operator license and its employees' valid California issued Security Guard Registration Cards during this Contract's term.

o. The Contractor shall not assign employees under the age of 18 to perform work under this Contract.

P. Invoices

- 1. The Contractor shall submit monthly invoices, electronically in a Portable Document Format (PDF), for work performed during the preceding month. Invoices must be received by Public Works in a timely manner.
- 2. The Contractor's hourly rates as identified in the Schedule of Prices Forms PW-2.1d 2.4d, for the given term, shall include the performance of all tasks described in this Contract's Exhibit A, Scope of Work.
- 3. The Contractor shall submit with their monthly invoices, all the security personnel hourly log sheets to corroborate the invoices.
- 4. The County may withhold payment of invoices until any requested information or documents are received and/or issues of contention are resolved to the satisfaction of Public Works.

Q. Utilities

The County will not provide utilities.

R. Storage Facilities

The County may provide storage facilities for the Contractor, as directed by the CM and/or PWR.

S. Removal of Debris

Any 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.

In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the CM and/or PWR. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Exhibit A, 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.

T. Responsibilities of Public Works

The County, at its sole discretion, will determine the need for, and provide its own jobsite inspection.

U. <u>Gratuities</u>

- 1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
- 2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

V. Liquidated Damages

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

3. The Contractor shall pay the County, or the County may withhold and/or deduct from monies due to the Contractor, liquidated damages in the sum indicated in Exhibit F, Performance Requirements Summary, each time the Contractor fails to satisfy the performance standards.

a. Contractor Payment

Contractor will be paid for the total number of hours of acceptable performance worked in the previous month. If in the opinion of the CM and/or PWR, the Contractor's performance of their post orders or duties are unacceptable, the County may withhold payment of invoices or deduct a percentage or the number of hours of unacceptable service.

b. Adjustment for Deviation

The Performance Requirements Summary (Exhibit F) contains a column entitled "Deductions for Failure to Meet Performance Indicator". Invoices may be assessed deductions in accordance with this Exhibit for instances of nonperformance as detailed therein. Said deduction(s) shall be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

c. Notice of Adjustments

The County will give the Contractor written notice (Exhibit I) of any adjustments pursuant to this section. Contractor shall respond to the notice within five calendar days of receipt thereof. If there is no response from the Contractor within this five-day period, it denotes Contractor's agreement with adjustments.

W. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in

federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: https://www.sam.gov/portal/SAM/.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

FORM PW-2.1d (Southwest) Initial Term

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP D: SOUTHWEST REGION (BRC0000374)

Southwest Locations: El Segundo Yard and 83rd Street Yard

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.1d (Southwest), for Term 1 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1d-2.4d, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE (Unit Rate)	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	\$39.21 /hr.	14,772	\$_579,210.12
2.	Security Officer (Unarmed)	\$36.52 /hr.	1,000	\$_36,520.00
3.	Security Supervisor (Armed)	\$39.94 /hr.	500	\$_19,970.00
4.	Security Manager (Armed)	<u>\$40.66 /hr.</u>	500	\$_20,330.00
	TOTAL	\$ 656,030.12		

FORM PW-2.2d (Southwest) Option Term 1

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP D: SOUTHWEST REGION (BRC0000374)

Southwest Locations: El Segundo Yard and 83rd Street Yard

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.2d (Southwest), for Term 2 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1d-2.4d, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE (Unit Rate)	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	\$40.78 /hr.	14,772	\$ 602,402.16
2.	Security Officer (Unarmed)	\$37.98 /hr.	1,000	\$_37,980.00
3.	Security Supervisor (Armed)	\$41.53 /hr.	500	\$_20,765.00
4.	Security Manager (Armed)	\$42.29 /hr.	500_	\$_21,145.00
	TOTAL	\$ 682,292.16		

FORM PW-2.3d (Southwest) Option Term 2

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP D: SOUTHWEST REGION (BRC0000374)

Southwest Locations: El Segundo Yard and 83rd Street Yard

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.3d (Southwest), for Term 3 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1d-2.4d, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE (Unit Rate)	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	\$42.21 /hr.	14,772	\$ 626,480.52
2.	Security Officer (Unarmed)	\$39.50 /hr.	1,000	\$_39,500.00
3.	Security Supervisor (Armed)	\$43.20 /hr.	500	\$_21,600.00
4.	Security Manager (Armed)	\$43.98 /hr.	500_	\$_21,990.00
	TOTAL	\$ 709,570.52		

FORM PW-2.4d (Southwest) Option Term 3

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP D: SOUTHWEST REGION (BRC0000374)

Southwest Locations: El Segundo Yard and 83rd Street Yard

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.4d (Southwest), for Term 4 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1d-2.4d, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE (Unit Rate)	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	<u>\$44.11 /hr.</u>	14,772	\$_651,592.92
2.	Security Officer (Unarmed)	<u>\$41.08 /hr.</u>	1,000	\$_41,080.00
3.	Security Supervisor (Armed)	\$44.92 /hr.	500	\$_22,460.00
4.	Security Manager (Armed)	\$45.74 /hr.	500	\$_22,870.00
	TOTAL	\$ 738,002.92		

Schedule of Prices Forms PW-2.1d through 2.5d are revised to correct calculation errors present in the sums of the originally submitted Forms PW-2.1D through 2.5D in accordance with the Proposal Prices and Agreement of Figures language in the RFP document. No change to the originally submitted Unit Rates was made.

SCHEDULE OF PRICES SUMMARY SHEET FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP D: SOUTHEAST REGION (BRC0000374)

Southwest Locations: El Segundo Yard and 83rd Street Yard

As shown on Exhibit G

The rates provided herein correspond with the totals from Schedule of Prices, Forms PW-2.1d through PW-2.4d. Should there exist any inconsistency between the amount shown here and the amount calculated based on the Proposer's submitted hourly rates, the true and correct amount based on hourly calculation of rates (hourly rate multiplied by estimated units) shall prevail.

TERM	DESCRIPTION	TOTAL PROPOSED PRICE		
1 of 4	Initial Term (Form PW-2.1d)	\$ <u>656,030.12</u>		
2 of 4	Option Term 1 (Form PW-2.2d)	\$_682,292.16		
3 of 4	Option Term 2 (Form PW-2.3d)	\$_ 709,570.52		
4 of 4	Option Term 4 (Form PW-2.4d)	\$_738,002.92		
ТОТ	AL OVERALL PROPOSED PRICE: (SUM OF ALL 4 TERMS ABOVE)	\$ _2,785,895.72		
AVERA	AGE ANNUAL PROPOSED PRICE: (SUM OF ALL TERMS DIVIDED BY FOUR)	\$ 696,473.93		

By submission of this Proposal, and signed Declaration form Proposer certifies under penalty of perjury that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.								
LEGAL NAME OF PROPOSER	LEGAL NAME OF PROPOSER							
Patrol Solutions								
NAME OF REPRESENTATIVE	TITLE OF REPRESENTATIVE	SIGNATURE						
Carl Cunningham	General Manager	Carl Cunningham						
PHONE	E-Mail Address	STATE PRIVATE PATROL OPERATOR'S LICENSE NO.						
415-760-8116	carlcunningham@patrolsolutions.com	119966						

FORM LW-8.1d

TERM 1 of 4

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

• GROUP D - Southwest Region

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)			HOUR	S PEF	R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED COST	
		MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**		
EL SEGUNDO YARD	24	14	14	14	14	14	24	118	6136			
Armed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$20.91	\$	128,303.76
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
83RD STREET YARD	24	14	14	14	14	14	24	118	6136			
Armed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$20.91	\$	128,303.76
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
ADDITIONAL ON-CALL												
Unarmed Security Officer			0	N-CAL	.L			Varies	1000	\$19.41	\$	19,410.00
Armed Security Officer			0	N-CAL	L			Varies	2500	\$20.91	\$	52,275.00
Armed Security Sergeant (Supervisor)			0	N-CAL	L			Varies	500	\$21.41	\$	10,705.00
Armed Security Lieutenant (Manager)			0	N-CAL	.L			Varies	500	\$21.91	\$	10,955.00
Comments/Notes:									[A]	Total Salaries	\$	349,952.52
					(1) Va	cation	ns, Sic	k Leave, Holid	lay		\$	30,611.08
					(2) He	ealth Ir	nsuran	се			\$	23,267.51
					(3) Pa	ayroll 1	Taxes (& Workers' Co	ompensation		\$	53,292.91
					(4) Welfare and Pension						\$	8,537.24
								[B] Total	Employee Ben	efits (1+2+3+4)	\$	115,708.74
					(5) Equipment Costs						\$	27,392.22
						(6) Service and Supply Costs					\$	113,432.11
	(7)						(7) General and Administrative Costs					25,892.20
	(8) Profit								\$	23,652.33		
[C] Total Other Costs (5+6+7+8)						\$	190,368.86					
							ΤΟΤ	AL PROPO	SED ANNU	IAL PRICE:	\$	656,030.12

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

The above information was complied from 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
requirements of the proposal.	

Patrol Solutions	Carl Cunningham	Carl Cunningham		
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative		

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 <u>must be the higher of the two</u> Living Wage Rates over the contract term.

FORM LW-8.2d

TERM 2 of 4

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

• GROUP D - Southwest Region

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)			HOUR	S PEF	R DAY			HOURS	ESTIMATED	HOURLY		CALCULATED
		MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	соѕт	
EL SEGUNDO YARD	24	14	14	14	14	14	24	118	6136			
Armed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$21.75	\$	133,458.00
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
83RD STREET YARD	24	14	14	14	14	14	24	118	6136			
Armed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$21.75	\$	133,458.00
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
ADDITIONAL ON-CALL												
Unarmed Security Officer			0	N-CAL	.L			Varies	1000	\$20.19	\$	20,190.00
Armed Security Officer			0	N-CAL	_L			Varies	2500	\$21.75	\$	54,375.00
Armed Security Sergeant (Supervisor)			0	N-CAL	.L			Varies	500	\$22.27	\$	11,135.00
Armed Security Lieutenant (Manager)			0	N-CAL	.L			Varies	500	\$22.79	\$	11,395.00
Comments/Notes:									[A]	Total Salaries	\$	364,011.00
					(1) Va	acation	ns, Sic	k Leave, Holid	lay		\$	31,835.52
					(2) He	ealth Ir	nsuran	се			\$	24,198.22
					(3) Pa	(3) Payroll Taxes & Workers' Compensation					\$	55,424.62
					(4) Welfare and Pension						\$	8,878.73
[B] Total Employee Bene								efits (1+2+3+4)	\$	120,337.09		
					(5) Equipment Costs						\$	27,392.22
						(6) Service and Supply Costs					\$	119,526.19
	((7) General and Administrative Costs					26,790.00
(8) Profit								\$	24,235.66			
								[C]	Total Other Co	osts (5+6+7+8)	\$	197,944.07
							ΤΟΤ	AL PROPO	SED ANNU	IAL PRICE:	\$	682,292.16

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

The above information was complied from 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
requirements of the proposal.	

Patrol Solutions	Carl Cunningham	Carl Cunningham		
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative		

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 <u>must be the higher of the two</u> Living Wage Rates over the contract term.

FORM LW-8.3d

TERM 3 of 4

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

• GROUP D - Southwest Region

POSITION/TITLE *			HOUR	S PEF	R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED	
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	COST	
EL SEGUNDO YARD	24	14	14	14	14	14	24	118	6136			
Armed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$22.62	\$	138,796.32
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
83RD STREET YARD	24	14	14	14	14	14	24	118	6136			
Armed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$22.62	\$	138,796.32
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
ADDITIONAL ON-CALL												
Unarmed Security Officer		ON-CALL						Varies	1000	\$21.00	\$	21,000.00
Armed Security Officer	ON-CALL							Varies	2500	\$22.62	\$	56,550.00
Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$23.16	\$	11,580.00
Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$23.70	\$	11,850.00
Comments/Notes: [A] Total Salaries						\$	378,572.64					
					(1) Va	cation	ns, Sic	k Leave, Holid	lay		\$	33,108.94
(2) Health Insurance							\$	25,166.14				
(3) Payroll Taxes & Workers' Compensation							\$	57,641.61				
(4) Welfare and Pension							\$	9,233.88				
[B] Total Employee Benefits (1+2+3+4)							\$	125,150.57				
(5) Equipment Costs							\$	27,392.22				
(6) Service and Supply Costs							\$	124,563.20				
(7) General and Administrative Costs								\$	27,503.20			
(8) Profit							\$	26,388.69				
								[C]	Total Other Co	osts (5+6+7+8)	\$	205,847.31
							ΤΟΤ	AL PROPO	SED ANNU	IAL PRICE:	\$	709,570.52

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

The above information was complied from 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
requirements of the proposal.	

Patrol Solutions	Carl Cunningham	Carl Cunningham
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 <u>must be the higher of the two</u> Living Wage Rates over the contract term.

FORM LW-8.4d

TERM 4 of 4

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

• GROUP D - Southwest Region

POSITION/TITLE *		ı	HOUR	S PEF	R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED COST	
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**		
EL SEGUNDO YARD	24	14	14	14	14	14	24	118	6136			
Armed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$23.53	\$	144,380.08
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
83RD STREET YARD	24	14	14	14	14	14	24	118	6136			
Armed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$23.53	\$	144,380.08
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
ADDITIONAL ON-CALL												
Unarmed Security Officer	ON-CALL							Varies	1000	\$21.84	\$	21,840.00
Armed Security Officer	ON-CALL							Varies	2500	\$23.53	\$	58,825.00
Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$24.09	\$	12,045.00
Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$24.65	\$	12,325.00
Comments/Notes: [A] Total Salaries						\$	393,795.16					
(1) Vacations, Sick Leave, Holiday							\$	34,433.30				
(2) Health Insurance							\$	26,172.79				
(3) Payroll Taxes & Workers' Compensation							\$	59,947.27				
(4) Welfare and Pension								\$	9,603.23			
[B] Total Employee Benefits (1+2+3+4)							\$	130,156.59				
(5) Equipment Costs							\$	29,003.66				
(6) Service and Supply Costs							\$	130,040.55				
(7) General and Administra							dministrative (Costs		\$	28,504.19	
(8) Profit								\$	26,502.77			
[C] Total Other Costs (5+6+7+8)							osts (5+6+7+8)	\$	214,051.17			
							ΤΟΤ	AL PROPO	SED ANNU	IAL PRICE:	\$	738,002.92

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

The above information was complied from 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
requirements of the proposal.	

Patrol Solutions	Carl Cunningham	Carl Cunningham
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 <u>must be the higher of the two</u> Living Wage Rates over the contract term.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. <u>Ambiguities or Discrepancies</u>

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 will be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy will 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 must be interpreted as follows:

<u>Agreement</u>. The written, signed accord covering the performance of the requested service.

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

<u>Contract</u>. 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.

<u>Contractor</u>. 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.

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

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

<u>Day</u>. Calendar day(s) unless otherwise specified.

<u>Direct Employee</u>. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

<u>Director</u>. 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).

<u>District</u>. 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 not: a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.

<u>Fiscal Year</u>. The 12-month period beginning July 1 and ending the following June 30.

<u>Maximum Contract Sum</u>. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

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

<u>Proposer</u>. 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. Los Angeles County Public Works.

<u>Solicitation</u>. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

<u>Specifications</u>. 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.

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

<u>Subcontractor</u>. 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. <u>Headings</u>

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 will 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 will 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 will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract will 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 will not exceed 180 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 will be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it will be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 2. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must 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 will be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or 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, will 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 will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. <u>Authorization Warranty</u>

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 will also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor must 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 will be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor must 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 must 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 must 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 must submit proposed changes to County for approval before implementation.
- 5. Contractor must 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 must be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 7. Copies of all written responses must be sent to the Contract Manager within three business days of mailing to the complainant.

F. <u>Compliance with Applicable Laws</u>

- 1. In the performance of this Contract, Contractor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 2. Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel including, without limitation, County Counsel, reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor must not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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 will, 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. <u>Confidentiality</u>

- Contractor must 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 must indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor must inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. <u>Conflict of Interest</u>

- No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract must 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 must 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, including those identified in Section 2.180.010, it must immediately make full written disclosure of such facts to Full written disclosure must include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

J. <u>Consideration of Hiring County Employees Targeted for Layoffs or are on a County</u> Re-employment List

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

- Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor must 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 will mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.
- 2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees will be given first priority.

L. <u>Contractor's Acknowledgment of County's Commitment to Child Support</u> 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 section of Form PW-3, Certification of Compliance, 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. <u>Contractor's Warranty of Adherence to County's Child Support Compliance Program</u>

- 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 will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant 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. <u>Damage to County Facilities, Buildings, or Grounds</u>

- 1. Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
- 2. Such repairs must 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 must be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor costs incurred by County to make such repairs

Q. <u>Employment Eligibility Verification</u>

- 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
- 2. Contractor must 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. <u>Counterparts and Electronic Signatures and Representations</u>

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. <u>Fair Labor Standards</u>

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
- 2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor must 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 subparagraph, 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 will 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, will be exclusively in the County of Los Angeles.

V. <u>Most Favored Public Entity</u>

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 must 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 must 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 must certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
- 3. Contractor must 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 must 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 must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 6. Contractor must 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 will 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 will 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 will, 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 will be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

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

Contractor must 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract must not constitute a waiver of County's right to recover such payment from Contractor. This provision will 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 must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor must 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 must notify its employees, and must 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 must 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 must 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 must be addressed to:

Contracting Manager, Business Relations and Contracts Division Los Angeles County 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 must in any case be sufficient notice.

DD. Publicity

Contractor must 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 will not inhibit Contractor from publicizing its role under this Contract within the following conditions:

- 1. Contractor must develop all publicity material in a professional manner.
- 2. During the term of this Contract, Contractor must not, and must 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 will 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 must 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 Exhibit B, 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 must 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 seg. (Public Records Act). County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 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 must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, must 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 must be kept and maintained by Contractor and must 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 must 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 must 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.

- 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 must 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 will 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 will 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 must 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 will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 4. 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 most 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, must be kept and maintained by the Contractor and must be made available to the County during the term of this Contract and for a period of five 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 must 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 must 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 Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access. Disqualification of any member of Contractor's staff pursuant to this section will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

II. <u>Subcontracting</u>

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 must 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 must indemnify, defend, 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 must 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 will 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 will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.

- 7. Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor must ensure delivery of all such documents to Business Relations and Contracts 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 must not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract will 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 must not be construed as a waiver thereof.

LL. <u>Warranty Against Contingent Fees</u>

- 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 will 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.

MM. <u>Time Off for Voting</u>

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

NN. <u>Local Small Business Enterprise Utilization</u>

When requested by the County, the Contractor must provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor must be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor must indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor will be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. <u>Method of Payment and Required Information</u>

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment must be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor must provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, will decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/).

The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement

TERMINATIONS/SUSPENSIONS

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

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 will 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 will 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

- 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 will 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 will be no less than ten days after the notice is sent.
- 2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor must:
 - a. Stop work under this Contract on the date and to the extent specified in such notice.
 - b. Complete performance of such part of the work as must 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 must be maintained by Contractor in accordance with this Exhibit B, Record Retention and Inspection/Audit Settlement.
- 4. If this Contract is suspended or terminated, Contractor must 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 must be delivered to County upon request and must become the property of County.

C. <u>Termination/Suspension for Default</u>

- 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 will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor must 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 must not costs of the type identified for anv excess 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit 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 must 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 will 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 will be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
- 2. Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 will 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.
- 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 will 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, must 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 will 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 will 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.

GENERAL CONDITIONS OF CONTRACT WORK

A. <u>Authority of Public Works and Inspection</u>

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. <u>Cooperation</u>

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

C. <u>Cooperation and Collateral Work</u>

Contractor must 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, must 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 will be deemed to be a gratuitous effort by Contractor, and Contractor must have no claim against County.

F. Jobsite Safety

Contractor must 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 must provide at its expense all safeguards, safety devices, and protective equipment and must take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person will 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 must be reassigned immediately and not again employed on Public Works' projects or providing services.

H. <u>Labor Law Compliance</u>

Contractor, its agents, and employees will be bound by and must 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 must 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, will be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor must 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 must:

- 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.
- 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 must 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. <u>Public Convenience</u>

Contractor must 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 will 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 must 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 must be executed by experienced and well-trained workers. All work must be under supervision of a well-qualified supervisor. Contractor also agrees that work must be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor will 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. <u>Safety Requirements</u>

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

Q. Storage of Materials and Equipment

Contractor must 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. <u>Transportation</u>

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

- Contractor must comply with all applicable laws and regulations. Contractor must maintain work area in a neat, orderly, clean, and safe manner. Contractor must 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 must be responsible for the security of any and all of Public Works/County facilities in its care. Contractor must provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. 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.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. <u>Independent Contractor Status</u>

- This Contract is by and between County and Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 2. Contractor must 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 will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of 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 must 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 must indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), 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 and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. This indemnification also must 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, Appointed 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 must 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 must 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.
- 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates must be provided to County not less than ten 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 must 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 must match the name of the Contractor identified as the contracting party in this

Contract. Certificates must 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 \$50,000, 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 noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), must be construed as a waiver of any of the Required Insurance provisions.
- d. Insurance certificates and required endorsements must be sent to:

Los Angeles County Public Works
Business Relations and Contracts Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention: Contract Analyst (noted in the RFP Notice)

- e. Contractor also must 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 must 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 must 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 must 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 must 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. <u>Cancellation of or Changes in Insurance</u>: Contractor must provide County with, or Contractor's insurance policies shall contain a provision that County must 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 must be provided to County at least ten days in advance of cancellation for nonpayment of premium and 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. <u>Failure to Maintain Insurance</u>: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance must 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. <u>Insurer Financial Ratings</u>: Coverage must 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. <u>Contractor's Insurance Must Be Primary</u>: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.
- 8. <u>Waivers of Subrogation</u>: 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 9. <u>Subcontractor Insurance Coverage Requirements</u>: Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor must be responsible for verifying each

Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

- 10. <u>Deductibles and Self-Insured Retentions (SIRs)</u>: Contractor's policies must 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 must be executed by a corporate surety licensed to transact business in the State of California.
- 11. <u>Claims Made Coverage</u>: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it must maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
- 12. <u>Application of Excess Liability Coverage</u>: 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. <u>Separation of Insureds</u>: All liability policies must provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.
- 14. <u>Alternative Risk Financing Programs</u>: 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 must be designated as an Additional Covered Party under any approved program.
- 15. <u>County Review and Approval of Insurance Requirements</u>: 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 must pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. <u>Commercial General Liability:</u> 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: \$6 million Products/Completed Operations Aggregate: \$1 million Personal and Advertising Injury: \$2 million Each Occurrence: \$3 million

- 2. <u>Automobile Liability:</u> 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 nonowned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability: Insurance or qualified satisfying statutory requirements, self-insurance which 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. 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. 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.

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. <u>Chapter 2.202 of the County Code</u>

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 must be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which must contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works must 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 will be presented to the Board. The Board will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
- 6. Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. <u>Subcontractors of Contractor</u>

These terms must also apply to Subcontractors of County Contractors.

F. <u>Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor</u> by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing Statefunded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. <u>Jury Service Program</u>

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 must have and adhere to a written policy that provides that its Employees must 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 "Employee" means any more County Contracts or Subcontracts. 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 must also be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must 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.

SAFELY SURRENDERED BABY LAW PROGRAM

A. <u>Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law</u>

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. The Contractor, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must 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 available on the Internet at www.babysafela.org.

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. <u>Living Wage Program</u>

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. <u>Payment of Living Wage Rates</u>

- 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 must pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, 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.
- 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 must be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract and a copy of the Living Wage Program must 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 or part-time services to Contractor, 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 must 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 must have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must 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 the exception to the Living Wage Program.

In either event, Contractor must immediately be required to commence paying the living wage and must 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 the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor must 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" must have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an Employee physically travels to or from a County facility if 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 will 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 must submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports must list all of Contractor's Employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports must 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 must promptly provide such information. Contractor, through one of its officers, must 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 must 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 will 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 must place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor must also distribute County-provided notices to each of its Employees at least once per year. Contractor must 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 will 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 will 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 will 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.
- 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. <u>Use of Full-Time Employees</u>

Contractor must 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 must 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 must immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees must 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 must 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 must demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. <u>Neutrality in Labor Relations</u>

Contractor must 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 must 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.

SOCIAL ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor must 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 SE.

Contractor must 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 SE.

If Contractor has obtained County certification as a SE 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, Contractor must:

- 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 10 percent of the amount of this Contract.
- 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 will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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.

Contractor must 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.

Contractor must 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.

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, must:

- 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.
- 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 must also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

Contractor must 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 DVBE.

Contractor must 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 DVBE.

If Contractor has obtained certification as a DVBE 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, must:

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

Notwithstanding any other remedies in this contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. <u>Defaulted Property Tax Reduction Program</u>

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. <u>Contractor's Warranty of Compliance with County's Defaulted Property Tax</u> <u>Reduction Program</u>

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. <u>Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program</u>

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, will 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 ten days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

COMPLIANCE WITH EMPLOYEE RETENTION POLICY

In situations where a Contractor is in default or unable to execute the terms of a security services agreement, and due to exigent circumstances, the County is required to continue the provision of security services without conducting a competitive solicitation, the following policy will apply:

- 1. The new Contractor must offer employment to all Retention Employees who are qualified for such jobs. A "Retention Employee" is an individual who: (a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a contractor under a predecessor security services contract with the County for at least 6 months prior to the date of this Contract; and (c) is, or will be terminated from his or her employment as a result of the County entering into this Contract.
- 2. The Contractor must not be required to hire a Retention Employee who: (a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of the Contractor.
- 3. The Contractor must not terminate a Retention Employee, except for cause, until the earlier of: (a) the first 90 days of employment under the Contract; or (b) the termination of the Contract. Thereafter, the Contractor may retain a Retention Employee on the same terms and conditions as the Contractor's other employees.

Notice 1015

(Rev. December 2021)

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 whose wages 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 Certificate.

Note: You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2022.

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 download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

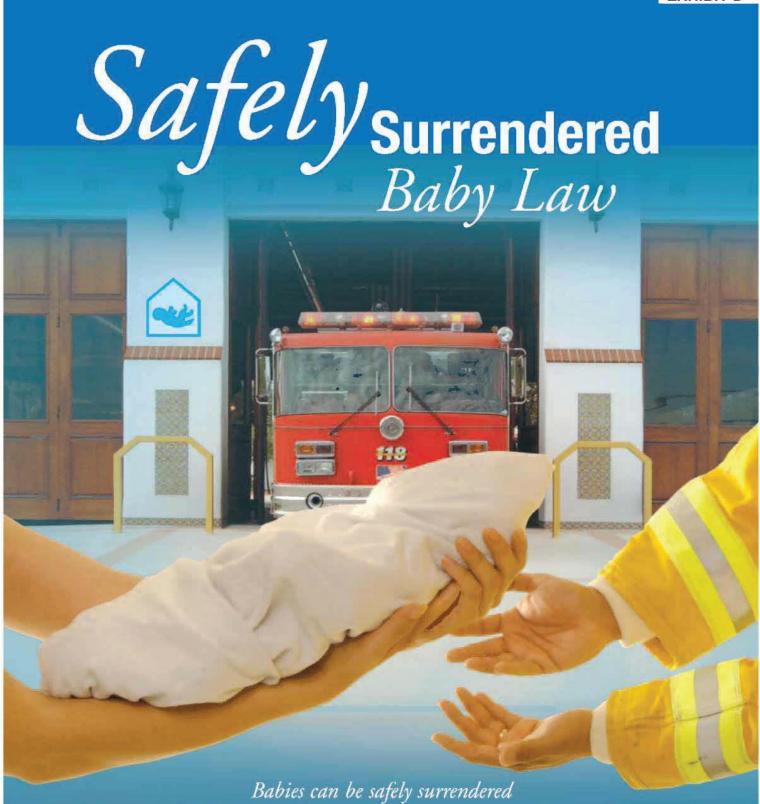
How Will My Employees Know if They Can Claim the EIC?

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 Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2021) Cat. No. 20599I



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



www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

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.

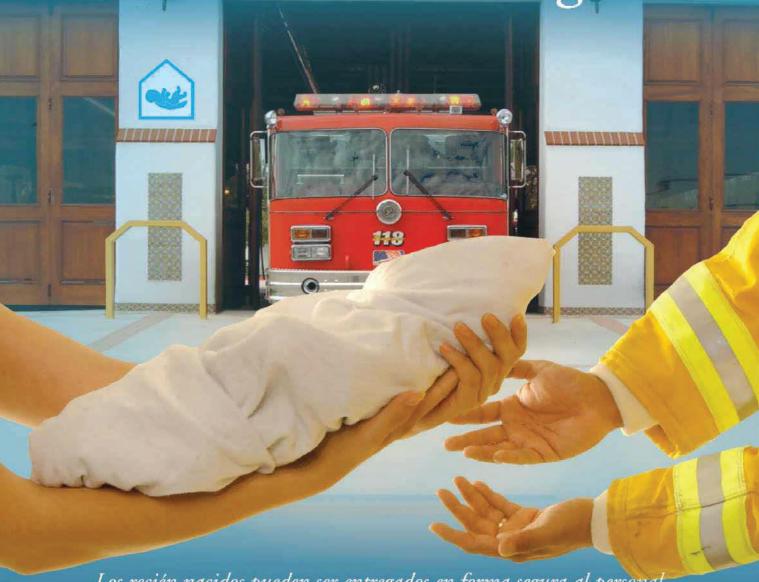
Why is California doing this?

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-UCIA 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.





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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723 www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin

Peligro de California permite la

entrega confidencial de un recién
nacido por parte de sus padres u

otras personas con custodia legal,
es decir cualquier persona a quien
los padres le hayan dado permiso.

Siempre que el bebé tenga tres
días (72 horas) de vida o menos, y
no haya sufrido abuso ni
negligencia, pueden entregar al
recién nacido sin temor de ser
arrestados o procesados.

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el hebé 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 v 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus famílias 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 ten 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 intermember 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 nonagreement 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.)

P:\aepub\Service Contracts\CONTRACT\CONTRACTING FORMS\RFP\11 Exhibit E_Default Tax 06-04-15.docx

required belyice lasks	Indicator	to Meet Performance Indicator*	COMPANIE	Colline
A. SCOPE OF WORK				
Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency.	□Yes □ No □ N/A	
2. Provide First Aid	Aid provided, when required and certifications kept active and valid and available upon request.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
 Welcome, Screen, Direct Visitors, and Provide Information 	Accessibility and visibility by public. Questions answered promptly.	\$50 per day; possible suspension.	□Yes □No □N/A	
4. Escort Services	Escort provided within 5 minutes of request.	\$25 per occurrence.	□Yes □No □N/A	
5. Area Patrol	Procedures followed and facility secure.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Secure any and all Safes	Safes locked.	\$25 per occurrence.	□Yes □No □N/A	
7. Reports to Post Promptly and Relieves their Post no sooner than scheduled Shift End.	Reported to work within 5 minutes of start of work shift and does not leave post until the shift's scheduled end time.	\$25 per employee, per occurrence.	□Yes □No □N/A	
8. Lock and Unlock Facility	Facility is locked and unlocked on schedule.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
9. Raise and Lower Flags	Flags attached properly. Flags are folded and secured properly at end of day.	\$25 per day.	□Yes □No □N/A	
10. Held Over until Relieved	Procedure is followed for relief of shift. Post manned at all times.	\$50 per employee; per occurrence; possible suspension.	□Yes □No □N/A	
11. Time Detex Wand Patrol	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
12. Assists Other Officers and Law Enforcement	Officer assisted as needed.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Comments							
Compliance	□ Yes □ No □ N/A	□Yes □No □N/A	□Yes □No □N/A		□Yes □No □N/A	□Yes □ No □ N/A	□ Yes □ No □ N/A
Deductions for Failure to Meet Performance	\$50 per occurrence; possible suspension; possible termination for	\$50 per occurrence.	\$100 per occurrence; possible suspension; possible termination for default of contract.		\$25 per day per report that is late or not submitted.	\$50 per day per report that is late or not submitted.	\$50 per day per report that is late or not submitted.
Performance Indicator	Facility safe and secure.	Investigations completed, documented, and submitted within the time frame requested.	Requested Department approval prior to using vehicle for key run.		Submitted to Contract Manager daily report and maintain facility log.	Completed by end of shift for each occurrence. File as needed.	Filed within time frame requested.
Required Service/Tasks	13. Area Control – Prevent Hostile Acts and Protect Personnel/Property	14. Respond, Investigate, and Report Emergencies and Accidents	15. Vehicle Key Runs	B. REPORTS/DOCUMENTATIONS	1. Daily Report and Facility Log	2. Non-employee Injury Report	3. Special Reports As Needed

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contract the contract shall certify all employees who are in a designated sensitive position have passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract Employees who do not pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	□ Yes □ No □ N/A	
2. Staffing	Staffing levels are equal to or exceed contract requirements.	\$50 per occurrence.	□Yes □No □N/A	
3. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence.	□Yes □No □N/A	
4. Uniform and Appearance	Uniforms worn by all employees on the job. Contract specifications met.	\$50 per employee, per occurrence.	□Yes □No □N/A	
5. Courtesy and Professionalism	Contract specifications met. Duty Guard is attentive.	\$25 per employee, per occurrence.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Accessibility and Responsiveness	Duty officer shall maintain working mobile phone charged and operational at all times with number provided to the CM/PWR in the event of an emergency. Additionally, each duty guard shall be equipped with two-way radio on their person at all times in the event cell service is out of range or inoperable for any reason.	\$50 per employee, per occurrence.	□Yes □ No □ N/A	
7. Working Knowledge of Facility and Beat Security Book	Facility security function complete.	\$50 per employee, per occurrence.	□Yes □No □N/A	
8. Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	\$50 per employee, per occurrence.	□Yes □No □N/A	
9. Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	\$50 per employee, per occurrence.	□Yes □No □N/A	
D. SUPERVISOR/MANAGERS				
Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	□Yes □No □N/A	
Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in	□Yes □No	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
		the specifications.	N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	□Yes □No □N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	□Yes □No □N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
6. Assures Proper Assignment Coverage	Assignments covered.	\$50 per employee; per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
7. Updates Post Procedures	Facility books updated in timely manner.	\$25 per occurrence.	□Yes □No □N/A	
8. Responds to Incidents / Provides Backup	Provide assistance as required.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

	lure Compliance Comments	. □Yes □ No □ N/A	. □Yes □No □N/A	□Yes □No □N/A	□Yes □No □N/A	-	ial	ole	: □Yes □No
	Deductions for Failure to Meet Performance Indicator*	\$50 per occurrence; possible suspension.	\$50 per occurrence; possible suspension.	\$50 per occurrence.	\$25 per occurrence.		\$100 per day; work/contract potential suspension; possible termination for default of contract.	\$100 per day; possible suspension; possible termination for default of contract.	\$200 per occurrence.
	Performance Indicator	Capable of working with and training in radio procedures.	Drive vehicle as required.	Complete investigations in a timely manner.	Complete on time as required.		Certifications submitted before implementation of contract and on a timely basis there-after.	Valid bond is furnished and not allowed to lapse.	Maintain all required documents as specified in
of any part of this confidet.	Required Service/Tasks	9. Working Knowledge of Radio Procedures	10. Drives Vehicle	11. Conducts Investigation	12. Reviews Subordinates' Reports	E. CONTRACT ADMINSTRATION	1. Insurance Certifications	2. Provide Performance Bond	3. Record Retention & Inspection/Audit Settlement

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. License and Certification	All licenses and certifications required to perform the work such as baton certification, cardiopulmonary certification, CDL Class "3" and Social Security.	\$100 per day; possible suspension; possible termination for default of contract.	□ Yes □ No □ N/A	
5. Assignment and Delegation	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.	\$200 per day the County is not informed of this change; potential suspension; possible termination for default of contract.	□ Yes □ No □ N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	□Yes □No □N/A	

SECURITY SERVICE GROUP LOCATIONS AND SCHEDULES

LOS ANGELES COUNTY PUBLIC WORKS

Work locations will be within the County of Los Angeles at various Public Works locations. Schedules and security service type (armed or unarmed) are as shown in Figure 1 below unless otherwise specified, schedules are subject to change at the sole discretion of the County as service needs may vary. Designated on-call hours may be used for any additional hours of service not otherwise represented in the schedules below. Contractor shall deploy security officer(s) of the level indicated for each respective site and perform any and all checks, inspections, walk-throughs, patrols, lock-ups, reports, as required in post details outlined in Figure 2 or by request of the Contract Manager or on-site designee for each site. Contractor shall bill in accordance with the hourly rates on Form PW-2.1d through PW-2.4d for the given Contract term and for the level and rate of security requested by the Contract Manager for actual security service hours provided.

GROUP D: Southwest Region

Contract Manager: Shabnam Noroozi Hageali Contact: (626) 300-2306 snoroozi@pw.lacounty.gov

Figure 1

SITE	LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	GUARD DESIGNATION	SERVICE DAYS & SCHEDULE	ESTIMATED HOURS
1.	EL SEGUNDO YARD 2155 El Segundo Blvd. El Segundo, CA 90245	Robert Gresham rgresham@pw.lacounty.gov (562) 315-6114	Security Officer (Armed)	Monday – Friday 4 pm to 6 am 14 hrs. daily Saturday - Sunday 6 am to 6 am 24 hrs. daily	6,136
2.	83RD STREET YARD 5520 W. 83rd Street Los Angeles, CA 90045	Robert Gresham rgresham@pw.lacounty.gov (562) 315-6114	Security Officer (Armed)	Monday – Friday 4 pm to 6 am 14 hrs. daily Saturday - Sunday 6 am to 6 am 24 hrs. daily	6,136
3.	ON-CALL	TBD*	Security Officer (Armed)	Varies	2,500
4.	ON-CALL	TBD*	Security Officer (Unarmed)	Varies	1,000
5.	ON-CALL	TBD*	Sergeant-Armed (Supervisor)	Varies	500
6.	ON-CALL	TBD*	Lieutenant-Armed (Manager)	Varies	500
			TOTAL HOURS	for On-Call Security:	4,500
			TOTAL OVERALL	SECURITY HOURS:	16,772

^{*}Security Guard designation (armed or unarmed) for any on-call services will be determined at the time of the request and will be billed in accordance with the hourly rate for the requested level of the officer. The on-site designee if any, for on-call services shall be provided at the time of an on-call request.

Security Officers shall provide service in accordance with the post orders per location as detailed in Figure 2 below. Details of each post are subject to modification at the sole discretion of the CM/PWR or on-site designee. Failure to deliver the tasks included in the post details may be deemed as contractor negligence or nonperformance, and may result in withholding of payment, remedies in accordance with Exhibit F, Performance Requirements Summary, and/or assessment of liquidated damages.

Figure 2

	EL SEGUNDO YARD
1.	2155 El Segundo Blvd.
٠.	El Segundo, CA 90245
2.	83RD STREET YARD 5520 W. 83rd Street Los Angeles, CA 90045
POST DETAILS	 Arrival Procedure: Security Officer shall arrive on time and check-in with the CM/PWR prior to reporting to their post. Where applicable, the incoming Security Officer shall check-in with the outgoing Officer. Security Officer shall be equipped with mobile device charged, enabled and fully functional for the shift, and shall provide contact info to the CM or designated PWR. Any areas of specific detail will be communicated between officer and CM/PWR at shift start. When applicable, the outgoing Officer shall share information with the incoming Officer. Patrol Requirement: On-site foot patrols will be required of the Security Officer on duty, patrol routes will be at the direction of the CM/PWR and shall be conducted with use of a Detex wand or other electronic tracking acceptable to the CM/PWR throughout the shift. Security Officer on duty shall remain attentive and responsive at all times and observe and report any suspicious activity, including monitoring all entry points, and walls/fences to ensure there is no loitering or unauthorized breach of the premises. Security Officer on duty shall monitor all points of emphasis and County equipment to ensure safety of premises and property are secure. Required Record/Log: Security Officer on duty shall document all activity and observations made during each shift which may be pertinent to site security including but not limited to; visitors, suspicious noises, attempted breaches, potential vulnerabilities, etc. Shifts inclusive of vehicle patrolling must provide mileage reading at the start and end times for each shift to be eligible for reimbursement. Mileage readings may be subject to verification by the CM or PWR. Security Officer shall provide Daily Log of shift detai

Mileage for vehicular patrols, if any, will be reimbursed at the County's mileage permittee rate in addition to the officer's normal hourly unit rate. Mileage incurred by the contractor to arrive to the work location is not applicable.

CONTRACT DISCREPANCY REPORT

1.	USER COMPLAINT (to be completed by Contract Manager)
	Today's Date:
	Facility
	Employee Name
	Employee Classification
	Date of Unacceptable Performance
	Description of Unacceptable Performance
	Has this type of unacceptable performance occurred before?:
	Yes No If yes, when?
2.	Contractor Response (to be completed by the Contractor's Contract Director)
	Date received from County:
Correc	ctive Action:
	o Prevent Recurrence:
Signed	Contractor's Contract Director
Return	to Contract Manager

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

		DATE:	
		TO:	
		FROM:	
In accordance with for Contract Devia		ity Services fo	r Los Angeles County Public Works
Facility		-	
Date		_	
Shift		-	
Amount of Deduct	ion \$		

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to your Contract Manager within five calendar days of receipt of this notification. Failure to respond within the five-day period will be construed as acceptance of the proposed adjustments.

Attach. Contract Discrepancy Report (Exhibit H)

EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY

TO:

10	Contract Manager/PWR	
FRON	Л:	
	A:Contractor (firm name)	
this C field fa replac or not	undersigned, agree to return to Los Angeles County Public Wor ontract for Security Services at the Public Worksacility), all items (listed below) issued to me by the County. I also cement of any County equipment issued to me, if damaged or lost returned upon termination of this Contract with Public Works.	(name of so agree to pay for the st through negligence,
		CONDITION
1.	EQUIPMENT	CONDITION
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
Date:	Contract Manager:	
	Contractor (Firm Name):	
Date:	Contractor's Authorized Signature:	

STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

I,, do hereby report the loss of the
(Identify what equipment was lost/stolen.) The wa LOST/STOLEN under the following circumstances, and cannot be found. (In the space)
LOST/STOLEN under the following circumstances, and cannot be found. (In the spac provided below, explain the circumstances under which the item or items wer LOST/STOLEN.)
Date of Loss:
Police Agency Report to:
Date of Report:
Contractor (Firm Name):
Contract Manager/PWR signature:

BOND FOR FAITHFUL PERFORMANCE

KNO	W ALL MEN BY THESE PRESENTS:			
That we,(Contractor/Principal)				
ae nri	incipal, and			
as pri	ilicipai, aliu	(Surety)		
	rety, are held and firmly bound unto the LOS ANGELES, State of California (hereinafter (PRKS AND COUNTY OF
			Dollars (\$)
	I money of the United States, for the pay elves, jointly and severally, firmly by these p		um, well and trul	y to be made, we bind
enter Field	condition of the above obligation is such that into a written contract with the County for Se Locations, Group and is required by said contract.	ecurity Services f	or Public Works S	tormwater Maintenance
of sai this o paym Coun and th	T, THEREFORE, if said principal shall well are decontract on its part to be done and perform bligation shall be null and void, otherwise it tent by said County to said principal shall exity shall have actual notice that such payment only to the extent that such payment shall of such premature payment.	med at the times shall be and remonerate any sure nt is premature a	and in the manne nain in full force ar ty unless the Boar It the time and it is	r specified therein, then nd effect. No premature rd of Supervisors of said ordered by said Board,
which surety either the su work, (25%	greed that any alterations in the work to be do may be made pursuant to the terms of said y hereunder, nor shall any extensions of the the principal or surety, and notice of such a urety, provided, however, that if any alteration or which will increase the total amount to be the written consent of the surety shall be	contract, shall not time granted un lterations or exte ons are made wo pe paid to the coefirst obtained.	ot in any way relea der the provisions nsions of the cont hich will alter the o ntractor by more t	se either the principal or of said contract release ract is hereby waived by general character of the han twenty-five percent
WITN	IESS our hands this	——— day of		
Ву		Ву		(0)
	(Contractor/Principal)			(Surety)
Ву	Its	Ву	Ite Δt	torney-in-fact
Ву	no	D.,	ilə Al	torney-iii-iaot
Ъу	Its	Ву	Its At	torney-in-fact
Ву		Ву		-
,	Its	. – <i>j</i>	Its	





Tuesday, March 14, 2023

A SECURITY PARTNERSHIP PROGRAM FOR

THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Security Services for
Various Public Works Stormwater Maintenance Field
Locations
(BRC0000374)

Local Address

14241 Firestone Blvd., Suite 400 La Mirada, CA 90638

Primary Contact

Carl Cunningham, General Manager

415-760-8116

carlcunningham@patrolsolutions.com

2. TABLE OF CONTENTS

2. TAI	BLE OF CONTENTS	2
3. LET	TER OF TRANSMITTAL	4
	PPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES	
5. EXI	PERIENCE	7
	Introduction	7
	Objective	7
	Background: Company Profile	7
	Organizational Chart	8
	Key Staff	10
	Description of Experience	23
	References	24
	Minimum Mandatory Requirements Compliance	26
6. WC	DRK PLAN	.27
	Approach to the Scope of Work	27
	Staffing Plan	29
	Security Director	31
	Training Programs	31
	Equipment	35
	Transition Plan and Timeframes	37
	Random Site Inspections	39
	Security Guard Background Checks	40
	Form LW-8	41
7. QU	ALITY ASSURANCE PROGRAM	.61
	A. Policies and Procedures for Quality Control	61
	B. Inspection Fundamentals	63
	C. Quality Control Documentation, Review, and Reporting	69
8. NO	SUBCONTRACTORS	.74
9. FIN	ANCIAL RESOURCES	.75
10. LI	CENSES AND CERTIFICATIONS	.82
	PPO License	
11. IN	SURANCE AND BONDS	.83
	Form PW-13	83

Form PW-1684		
12. RECORD KEEPING85		
Form LW-985		
13. FORMS LIST93		
Declaration for Armed and Unarmed Security Services for Public Works Headquarters Complex (BRC0000344)93		
PW-1: Proposer's Organization Questionnaire/Affidavit94		
PW-2.1-2.5: Schedule of Prices96		
PW-3: Certification of Compliance		
PW-4: Contractor's Industrial Safety Record		
PW-5: Request for Preference Consideration124		
PW-6: Proposer's Reference List		
PW-7: Equal Employment Opportunity Certification127		
PW-9: Proposer's Debarment History and List of Terminated Contracts128		
PW-10: Community Business Enterprise (CBE) Information		
PW-12: Proposer's Pending Litigations and Judgments		
PW-13: Proposer's Insurance Compliance and Affirmation		
PW-14: COVID-19 Vaccination Certification of Compliance		
PW-15: Statement of Equipment Form134		
PW-16: Compliance with the Minimum Mandatory Requirements136		
14. LIVING WAGE ORDINANCE		
15. BID GUARANTY		
16. ADDITIONAL INFORMATION		

3. LETTER OF TRANSMITTAL

Dear County of Los Angeles,

Patrol Solutions sincerely appreciates the opportunity to present this proposal for serving the unique security requirements of the Department of Public Works. It is the goal of my company, Patrol Solutions, to protect your employees, patrons, and property in a responsive and responsible manner. I have partnered with industry-leading security professionals who share my vision of emphasizing customer service in our security. We comprise the leadership of this company, and we all understand how important it is to give each client our full attention and respond whenever things may come up.

We take great pride in adapting our security service in order to meet the specific needs of each and every client. Our entire management team, especially Director of Operations Felix Guerrero and the local team, will work to develop strong working relationships with County staff and local law enforcement in order to deliver processes and training requirements specific to this contract. Patrol Solutions constantly analyzes ways in which we can further enhance our services with software, technology, and management in order to support the dynamic needs of the Department of Public Works. The complexity of the project requires us to be adaptive and responsive, and we are sure these additions will continue to increase the effectiveness of our armed and unarmed security services. All members of our upper management team have a great deal of experience serving government agencies with multiple facilities. Felix, who will be the manager overseeing the contract, has direct experience serving the DPW HQ in the past, when he worked for another security company. He also has plenty of additional experience managing security for other major public utilities entities, such as the City of Glendale Water & Power.

Patrol Solutions is a California-based regional security company which has proven to be resourceful with large scale capacity. Recent successes include ramping up multiple emergency response security programs. These programs include an 85-officer deployment in 1 week (San Francisco), 10 armed officers in the same day (LA), and a 10-officer, 10-site deployment in 24 hours (Inland Empire and LA). Our management team is also experienced serving major public agencies throughout California, and we apply best practices in all instances.

Patrol Solutions is built on a strong and reliable foundation: our people, our training, our processes, and our supervision to assure quality. Patrol Solutions fosters a strong sense of accountability and ownership across the organization. At Patrol Solutions, the entire team performs as one body, conditioned to support one another. Together, we are focused on delivering outstanding customer service. Patrol Solutions has read and reviewed the RFP and understands the nature of the work to be accomplished. After you have evaluated our proposal, we are confident that you will find that Patrol Solutions is highly suited and well qualified to meet and exceed your specific security needs.

The individuals authorized to represent the company are:

Klinton Kehoe, CEO | 6060 Sunrise Vista Dr., Suite 1500 | Citrus Heights, CA 95610 | 916-757-3451 | klintonkehoe@patrolsolutions.com

Carl Cunningham, General Manager | 1828 Salvio St. | Concord, CA 94520 | 415-760-8116 | carlcunningham@patrolsolutions.com

Please let us know if we can provide you with any additional information.

Respectfully,

Carl Cunningham
Carl Cunningham, General Manager

Carl Cunningham, General Manager carlcunningham@patrolsolutions.com | 415-760-8116

B1311-1326 12/09/2022 2:15 PM Received by California Secretary of State

4. SUPPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES

Statement of Information





BAZUZZIZS



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY

California Secretary of State 1500 11th Street Sacramento, California 95814 (916) 653-3516 -FILED-

For Office Use Only

File No.: BA20221231238 Date Filed: 12/9/2022

Entity Details	
Limited Liability Company Name PATROL SOLUTIONS, LLC	
Entity No.	201629910319
Formed In	CALIFORNIA
Street Address of Principal Office of LLC	
Principal Address	6060 SUNRISE VISTA
	1500 CITRUS HEIGHTS, CA 95610
	CITIOS TIETOTTO, OA 33010
Mailing Address of LLC Mailing Address	COCO CLINDICE VICTA
Mailing Address	6060 SUNRISE VISTA 1500
	CITRUS HEIGHTS, CA 95610
Attention	
Street Address of California Office of LLC	
Street Address of California Office	6060 SUNRISE VISTA
	1500
	CITRUS HEIGHTS, CA 95610
Manager(s) or Member(s)	
Manager or Member Name	Manager or Member Address
 Klinton Kehoe 	2348 JUNCTION CT
	RANCHO CORDOVA, CA 95670
Agent for Service of Process	
California Registered Corporate Agent (1505)	
Type of Business	
Type of Business	SECURITY
Email Notifications	
Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.
Chief Executive Officer (CEO)	
CEO Name	CEO Address
■ Klinton O Kehoe	2348 JUNCTION CT RANCHO CORDOVA, CA 95670

Labor Judgment

No Manager or Member of this Limited Liability Company has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Page 1 of 2

PROPOSAL

B1

C	J
Ē	4
۲	4
1	1
۲	-
(J
Ň	S
۰,	J
۲	4
N	S
-	-
C	>
V	
-	_
Ν	S
C	\supset
r	3
'n	S
Ν	S
	4
(Л
h	đ
3	Š
	_
ゥ	d
a)
Ċ)
a)
۲	d.
<	4
a	Ó
Ċ	2
۲	2,
<	4
(2
Ω)
ŀ	_
H	d e
۲	ħ
C)
۲	4
E	3
۲	d.
Ω)
COCC	D
a)
C)
۰	۲.
()
r	+
Ω	3
۲	5
4	
	2
	4
C	2
0	2
0	0
0	th C
-	† C †
-	† C †
0	† C †
7	† C †
ר טרמר	† C †
ר טרמר	† C †
ר טרמר	† C †

Page 2 of 2

5. EXPERIENCE

Introduction

Patrol Solutions (PS) is pleased to present this proposal for providing the County of Los Angeles Department of Public Works (County) a comprehensive and industry-leading security program in response to the RFP for Security Services for Various Public Works Stormwater Maintenance Field Locations (BRC0000374). PS is ideally qualified to provide security services for these locations, and meets or exceeds all requirements as outlined in the RFP. PS has developed a thorough understanding of the requirements that are directly comparable to your security needs, including areas such as critical infrastructure, facility security, patrol procedures, employee safety, customer service, and cultural sensitivity. In addition, our director of operations, Felix Guerrero, has direct experience managing the security program for the DPW in the past when he worked for another security company.

Objective

Our overall objective is to design and implement a comprehensive security program that will meet and exceed your expectations, and deliver exceptional security services by a highly trained and professional staff. We have read and reviewed the scope of work and understand your objectives. Our team of security professionals assesses your site and your requirements, plans a customized security program, implements the solution, and consistently maintains quality services throughout the duration of the contract. We use the following key components, processes, and philosophies to meet this objective:

- Detailed, organized, and clear processes that are communicated to the officers and management team.
- Strict hiring standards and procedures with extensive security and background checks.
- Well-balanced employee compensation package to attract and retain quality employees.
- Ongoing supervision, quality control, and support. Disciplined and verifiable on-site field inspection standards and procedures.
- Reliable guard tour system to ensure maximum client satisfaction.
- Regular performance evaluation of employees, processes, and security program.
- Well-established and communicated corporate philosophies and professional leadership skills and team. Exceptional experience serving government agencies, including public utilities and public works departments, as well as contracts requiring vehicle patrols and multiple sites.

Background: Company Profile

Patrol Solutions as a company was founded in 2010 under its original name of Tactical K-9 & Patrol Solutions in California in an effort to bridge the gap between law enforcement and security services by training officers to "police" an area in an engaged manner — meaning the regulation and control of a community, especially for the maintenance of public order, safety, and health. This is a level above the standard detect, deter, observe, and report protocols held by most private security companies. We accomplish this increased vigilance through officer support, training, supervision, individual professional development, and our emphasis on the employee pipeline. We have a train-your-replacement methodology that brings people together for a common cause — primarily the successful execution of objectives in a positive environment. In 2016, Klinton Kehoe (the CEO) became owner of the company and officially shortened the name to "Patrol Solutions."

In a roundabout way, Patrol Solutions has benefitted from the recent trend of international companies' constant acquisition of regional security firms. We have been able to hire top performing security managers specifically to inject a customer-oriented experience for clients who are interested in a responsive, attentive, and accessible security management team that really puts the client at the forefront. Thus, our company is comprised of a management and leadership base of experienced security professionals who prefer working in a more personal environment with a more local scale. Patrol Solutions works to provide responsive decision making to every individual client, and also strives to recognize each employee's efforts and contributions while providing a road to successful career development. By fostering a sense of personal responsibility within each manager, supervisor, and security officer, the entire team is focused on delivering fantastic customer service for all of our clients.

Patrol Solutions, LLC (doing business as: Patrol Solutions), is headquartered in Citrus Heights, California, and has been providing armed and unarmed contract security services to a wide variety of markets since 2010. We are a limited liability company. Our clients include government agencies and municipalities as well as various types of properties and entities in the private sector. With a custom-tailored approach to each of our clients' security needs, PS provides unmatched security solutions to meet the specific needs of different agencies and businesses.

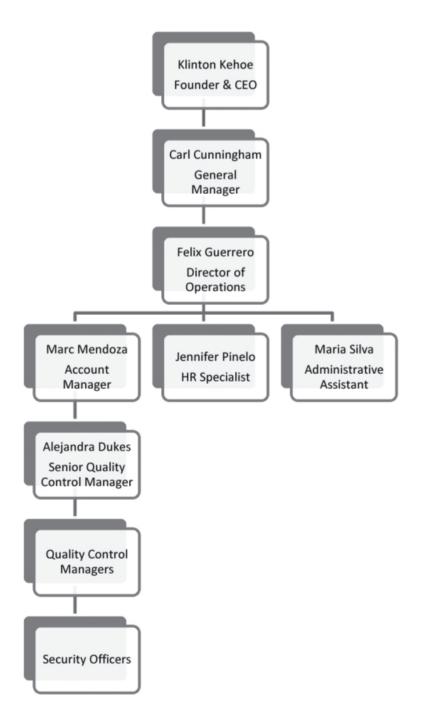
Patrol Solutions specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. PS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge and receptionist services; security console operation; dispatch services; bike and Segway patrols; alarm response; inmate watch services; and other specialized client-requested security. We serve a variety of government agencies as well as private entities. PS operates out of five offices throughout California and employs about 170 security officers. PS is licensed as a qualified security patrol operator by the state of California/Bureau of Security and Investigative Services (license number PPO 119966). Our offices are located in Citrus Heights, Concord, Sunnyvale, La Mirada, and San Bernardino.

For the Department of Public Works Stormwater Maintenance Field Locations project, we will operate out of our La Mirada office.

The key point of contact for a contract resulting from this RFP is Carl Cunningham, the general manager. He is based out of the Concord office (1828 Salvio St. | Concord, CA 94520) and his phone number is 415-760-8116.

Organizational Chart

Felix Guerrero will oversee this contract. He has over 20 years' worth of experience in the security industry, and has been serving in a managerial capacity since 2009. Currently, he is Patrol Solutions' director of operations. Klinton Kehoe (CEO) and Carl Cunningham (General Manager) will assist during the transition and contract management, and provide ongoing support as needed. Felix is the director of operations and will lead and oversee the local team in providing services. He is based in our La Mirada office. Marc Mendoza is the proposed account manager who will provide daily management for the project and serve as the daily point of contact. Our senior quality control manager is Alejandra Dukes. QCMs perform unannounced site inspections to ensure that field officers are performing their duties with all due excellence. Jennifer Pinelo is the HR specialist in the LA region and will assist with recruiting, hiring, onboarding, and other HR matters. Maria Silva is the administrative assistant who provides logistical and administrative support from the local office.



Key Staff

Klinton Kehoe CEO & Founder



Expertise

Security Operations,
Operations Management,
Customer Service,
Business Planning and
Development, Workplace
Injury Prevention,
Security Program
Development

Professional Affiliations

American Society of Industrial Security (ASIS)

BSIS

Klinton Kehoe is the CEO and owner of Patrol Solutions. He originally entered the private security industry as a security officer for a regional security company. Less than half a year into his career, he found that he was clearly well-suited for the job and was promoted to be a training manager. He quickly earned numerous training certifications and became qualified to train security officers.

In addition to his capabilities as a trainer, he was also promoted to be a shift manager. In this role, Klinton managed a security program with 100 officers assigned to the project. He managed deployments, breaks, schedules, and performance reviews. As he continued progressing in his career, Klinton began taking on more operational, "big picture" roles and he eventually managed over seventy clients and properties. As a field manager, he also conducted in-person site checks to personally supervise and train officers in the field.

Going to his sites also instilled in him the importance of great customer service. Seeing firsthand how much clients valued clear lines of communication, honesty, and personal accountability, Klinton knew that his responsiveness and responsibility as a manager would always have meaning and add value to the security program.

It is precisely that attitude that helped him build Tactical K-9 & Patrol Solutions, the company that would eventually be known as simply Patrol Solutions.

Carl Cunningham General Manager



Expertise

Business Management,
Business Development,
Security Operations,
Workplace Injury
Prevention, Healthcare
Security Program
Development, High Rise
and Commercial Building
Certifications

Professional Affiliations

American Society of Industrial Security (ASIS), **Building Operators and** Managers Association (BOMA), Institute of Real **Estate Management** (IREM), California Association of Community Managers (CACM), International Association for Healthcare Security & Safety (IAHSS), San Francisco Electronic Crimes Task Force (Secret Service), Northern California Regional Intelligence Center (Department of Homeland Security), InfraGard (FBI)

Carl Cunningham partnered with Patrol Solutions, founded in 2010, after a ten-year stint as the primary business development manager at Cypress Private Security. After Cypress was bought out by one of the international security firms, the Patrol Solutions partnership was created specifically to provide a customer-oriented experience for clients, as well as for the officers who support the objectives of the project.

Patrol Solutions is comprised of a management and leadership base of the best-in-class security managers. Patrol Solutions works to provide responsive decision making to every individual client, and also strives to recognize each employee's efforts and contributions while providing a road to successful career development.

Carl enjoys the camaraderie, not only between employees, but between the company and clients. The personal consideration a client receives is something Carl truly values in his work and strives to provide.

One of his many talents is the ability to provide a great deal of attention to each individual client, as he builds each client's relationship with the Patrol Solutions management team. When meeting with clients, he accurately and helpfully applies his knowledge of the security industry to diagnose the specific services they need for their site. His clients have long appreciated the sincerity and thoughtfulness he provides as he addresses all of their security concerns.

With over 20 years of experience in operations, sales, and marketing, Carl has vast knowledge in the security and business management fields. He is responsible for all areas of business development and takes a long-term approach to cultivating business partnerships with clients, ensuring a customized security program that meets their needs.

Felix Guerrero <u>Director of Operations</u>



Expertise

Security Operations,
Security Training Plans,
Leadership and
Management, Firearms,
High Risk Security
Programs, Security Patrol
Procedures, Loss
Prevention Strategies,
Security Operational
Support and Oversight,
Weapons of Mass
Destruction, Public
Relations, Public Safety,
Premises Liability, Officer
Safety

Education

Metropolitan High School, Rio Hondo College, Firearms Training Academy

Certificates/Affiliations
BSIS, FEMA, DSMA, CPI
FEMA: Basic Workplace
Security Awareness;
FEMA: Workplace
Violence Awareness;
FEMA: Active Shooter;
FEMA: Introduction to the
Incident Command
Center; Downtown
Security Manager's
Association; Certified
Firearms Instructor

Felix Guerrero joined Patrol Solutions in 2020 after working in the security industry for over twenty-two years, spending most of his career as a project start-up manager, operations manager, and training administrator.

Prior to partnering with Patrol Solutions, Felix worked at Cypress Private Security for ten years, until Cypress was bought out by Allied Universal. Thus, he joined Patrol Solutions, a company where every client would receive great personal attention and care. Possessing an astute understanding of client needs, Felix prides himself on providing superb customer service and works tirelessly to address and remedy any operational issues in a timely manner.

As a certified firearms instructor, Felix understands the gravity of responsibility. His years of experience have enabled him to oversee high risk security operations staffed by armed officers, and his expertise in defusing conflicts has allowed him to minimize the threat of incidents. During his time at Cypress, Mr. Guerrero managed over 40 armed guards in the Los Angeles area.

In addition, Felix gained deep insight into the inner workings of managing, training, and developing staff. He has overseen relevant security projects in the retail and logistics industry at Technicolor Distribution Center, APL Logistics, Menlo World Wide, and HP Logistics. Under his guidance, his teams consistently aided clients' loss prevention programs, reducing theft and recovering merchandise.

Felix is a firm believer in teamwork. He is a member of the Downtown Security Manager's Association, an organization of security and law enforcement professionals recognizing homeland security efforts in L.A. Together, members exchange information and share best practices for mutual benefit. The synergy produced by mutual cooperation transcends negative stereotypes occasionally found in the security industry. Whether providing security services for government municipalities or private companies, his history clearly demonstrates a pattern of success. Felix's skills and experience make him a dependable and trusted frontline contact for all domestic security operations.

FELIX GUERRERO

EXPERIENCE:

April 2009 - 2019

Cypress Private Security, LLC Santa Fe Springs, CA Regional Manager and Training Administrator

October 2000 - April 2009 Akal Security Santa Fe Springs, CA Field/Operation Manager

October 1998 - October 2000

ADT BELAIR PATROL HOWTHORNE, CA Patrol Officer (Residential and Commercial)

Primary duties:

- Maintaining consistent communication between property supervisor, employees, contractors, and security officers.
- · Responsible for making high decisions when necessary.
- · Submit clear daily activities reports, incident reports, and facilities reports; update work schedules daily.
- · Interview clients to assess needs and establish rapport.
- Consulted with clients to explain procedures and respond to questions.
- · Response to residential and commercial alarms, secure exterior and interior of property.
- Give a professional presence and communicate clearly.
- Mediated between clients, community members, city and county planning departments, and law enforcement agencies to
 ensure communication flow and resolve concerns.
- Inspect sites for compliance with state and contract regulations.
- Prioritize and coordinate tasks to complete projects within deadlines.
- Pre-Employment orientation and basic training.
- Emergency and disaster preparedness plans.
- Implement environmental health and safety policies and procedures.
- Manage branch office.
- Responsible of branch P&L/branch budget.
- Employee schedules.
- Client billing/invoicing.
- Branch office overtime.
- Branch office & client inventory.
- On call 24/7.

Core Strengths

- Highly focused and committed professional with a record of consistency and deliver of quality service. Detailed-oriented with twelve years of protecting assets and maximizing safety.
- Effectively apply strong problem solving skills in a variety of solutions. Respond rapidly and appropriately to an array of situations. Evaluate problems and make astute decisions to bring about positive outcomes.
- Highly skilled in responding to emergency situations & providing crisis intervention. Effectively respond to medical emergencies possible fire hazards. Conduct crowd controls & evacuations protocols.
- Regarded for committed work ethic and ability to effectively relate across all levels of leadership as well as with tenants, coworkers and members of the community at large. Have a rich understanding of a multitude of cultures and customs.
 Strong interpersonal communications. Ability to lead and motivate employees.

Education/Training

Metropolitan High School 1996-1998

Rio Hondo College 1999 – 2000 No Degree

- · FEMA: Basic Workplace Security Awareness
- FEMA: Workplace Violence Awareness
- · FEMA: Active Shooter
- FEMA: Introduction to the Incident Command System
- · Downtown Security Manager's Association an organization
- CPI: Prepare Training Program (Respect, Service and Safety at Work)
- American Red Cross: First Aid/CPR AED Instructor
- Taser Training Academy: Taser Instructor
- Safariland Training group: OC Instructor
- · Firearm Training Academy: BSIS Guard Card, Expose Firearm permit, Baton PR24, Tear Gas

Technical Skills

Microsoft Word, Microsoft Excel, Power point, Microsoft Office Outlook, WinTeam, Valiant, Time keeping Systems, CCTV, Yugma and administrative Office Duties

Languages Spoken

Fluent in English and Spanish

Marc Mendoza Account Manager



Expertise

Security Operations,
Security Assessments,
Security Training Plans,
Customer Service,
Supervision and
Management Leadership,
Critical City Infrastructure
Security Programs, Client
Relations

Education

Cal State University Northridge (B.A., Sociology)

Certificates/Affiliations

Peace Officer Standards and Training (Basic, Intermediate, Advanced) Certificates, Glendale Police Department, FBI Analysis and Interrogation Techniques, FEMA Incident Command System, California Narcotics Officer Association Undercover Operations, Dragnet Street Racing and Modified Vehicle Investigation

Marc Mendoza is the proposed account manager for the DPW HQ. He has a background in law enforcement, having served as a police officer in the Glendale Police Department from 1992 to 2011. Ever since 2011, he's worked in the private security industry.

Prior to joining Patrol Solutions, Marc was employed by Cypress Private Security, working under Felix Guerrero starting in 2013. There, he demonstrated the ability to handle a variety of challenges in a growth-oriented organization while managing diverse job responsibilities. As an operations manager and security director, he combined his operational security knowledge with customer service, as he regularly maintained communications with client liaisons and participated in administrative meetings with clients.

Thanks to his law enforcement experience, he is particularly knowledgeable about peace officer standards. He has completed basic, intermediate, and advanced POST training. Marc's expertise includes undercover operations (particularly anti-narcotics) and dragnet street operations and investigations. He has seen much over the course of his career. During his career as a police officer, he performed as a field training officer and was also assigned as a burglary/auto theft investigator.

In the private security industry, he has served as an operations manager in Glendale, Beverly Hills, and Valencia. His work experience includes performing scheduling, threat assessments, executive protection, and direct supervision. He also forged relationships with clients.

Marc and all of his training and experience will be a great benefit to the security program. His leadership, organizational skills, and his first-hand familiarity with fieldwork make him an ideal choice to serve as the full-time, dedicated assistant program manager. He will oversee every aspect of the project on a daily basis, maintaining contact with your representatives and providing oversight and guidance to all of the security supervisors and officers.



Marc Raymond Mendoza

Education

June 2004 Cal State University Northridge

Northridge, California

Bachelor of Arts in Sociology

 Course work includes: Criminology, Social Research, Behavioral Studies, Statistics, and Psychology.

September 1988-May 1991 Glendale Community College Glendale, California Graduated 1988 Glendale High School Glendale, California

Work Experience

Cypress Private Security

Santa Fe Springs, California

Security Director

2014-2019

Provide leadership and direction in all areas of security. Directs and oversees the administration of security, establish and monitor long range organization goals and strategies. Oversees Scope of Work contracts are met. Attends meetings and collaborates with Administration and Board Directors to ensure security issues are met and resolved.

2011-2014 ABA Protection Valencia, California

Operations Manager

Job responsibilities include scheduling, threat assessments, managing executive protection accounts, supervise security personnel; manage assignments and deployment of off duty law enforcement personnel.

1992 - 2011

Glendale Police Department

Glendale, California

Police Officer

- Graduated from the LASD Sheriff's Reserve Academy class #70 on 06-29-92
- Graduated from the LASD Sheriff's Academy class #284 on 08-15-94
- Assignments included Patrol Officer, Field Training Officer and Detective.
- Job responsibilities include the following: Handling calls for service, customer service, and
 problem solving. Interviewing victims, witnesses, and suspects for criminal investigations;
 Investigations which included all criminal and non criminal incidents and documenting
 reports. Arresting and booking suspects. Training new field police officers and providing up
 to date training. Investigated criminal incidents with follow through, locating evidence, filing
 cases with the District Attorney, and testifying in court proceedings.
- Assigned as a Field Training Officer in 2003-2005.
- Assigned as a Burglary/Auto Theft Investigator in 2007-2010.

1988 – 1994 Sears Glendale, California

Loss Prevention Agent

 Job responsibilities include assets protection, monitoring CCTV, private arrest of shoplifters and other asset related incidents, and documenting reports.

Certificates

- · Peace Officer Standards and Training (POST) Basic Certificate
- POST Intermediate Certificate
- POST Advanced Certificate
- POST Certified Field Training Officer Course (40 hours POST Certified)
- POST Investigative Excellence Theft Cases 2009 Award
- · POST Drug Abuse Recognition
- LASD Basic Traffic Collision Investigation (40 hours POST Certified)
- · LASD Introduction to Community Policing
- LA County District Attorney Criminal Justice Institute Search and Seizure and Interrogation Law and Tactics
- Administration of Justice Search Warrants
- · LAPD Detective Symposium
- FBI Interviewing Analysis and Interrogation Techniques
- Workplace Drug Recognition for Supervisors and Employees
- · Identification of Counterfeit Optical Discs MPAA
- Taser X26 certified
- Surveillance Techniques
- · Burglary Foundation Specialty Course
- US Department of Homeland Security FEMA Incident Command System for Law Enforcement
- US Department of Homeland Security FEMA National Incident Management System
- · California Narcotics Officer Association (CNOA) Undercover Operations
- · CNOA Fitness and Nutrition Certified
- CNOA Narcotics and Street Development
- CNOA Basic Street Narcotics
- Drag Net Street Racing and Modified Vehicle Investigation

Professional Skills

- Strong organizational and interpersonal skills.
- Providing excellent customer service.
- Efficient, accurate and detail oriented.
- Strong written and verbal communication skills.

References

· Available upon request.

Jennifer Pinelo HR Specialist



Expertise

Human Resources, Talent Acquisition, Security Recruitment, Staffing and Hiring Processes, Customer Service, Administration

Education

Santa Monica College El Camino College Jennifer Pinelo is the HR specialist and recruiter for Patrol Solutions' Los Angeles region. In this role, she conducts the recruitment processes for all security accounts under her branch office's purview to ensure that high quality candidates are hired, trained, and assigned to our clients. She also assists with security officer orientation training, officer scheduling, and human resources matters. Jennifer also provides additional administrative support to the local management team.

Before joining Patrol Solutions, Jennifer performed the same functions for Cypress Private Security for several years. She has also worked at Allied Universal and Securitas as a security officer. Primarily, she specialized in access control, customer service as a lobby ambassador, report writing, badging, and camera surveillance. Her firsthand experience with field work makes her an excellent recruiter because she understands the qualities a candidate needs in order to be effective.

In addition to her work in the private security industry, Jennifer also has experience as a customer service specialist at Target. She also worked as a tax preparer for Benjamin Taxes Services.

All of her previous experience has prepared her well for her current role. In her previous work, she developed familiarity with administrative processes including data entry, handling confidential information, scheduling, inventory, assisting with office accounting, and detailed documentation.

Jennifer's willingness to engage clients, colleagues, and candidates, and her vested interest in seeking their best makes her an ideal recruiter and HR specialist for Patrol Solutions.

Maria Luz Silva Administrative Assistant



Expertise

Office Management, Customer Service, Record Keeping, Payroll, Data Entry, Dispatch, Budgeting, Recruitment Administrative Support, Aviation Security, Transportation Industry

Education

El Camino Compton College

Los Angeles County of Education

John C. Fremont High School

Certifications

Professional Per-Employment Certificate

Child Development Associate Degree Maria Luz Silva is an administrative assistant with expertise in office management. She joined Patrol Solutions in 2021 and provides a wide variety of administrative functions. These duties include answering incoming calls, maintaining the office space, handling personnel files, performing data entry, assisting with payroll and budgets, and assisting with the hiring process.

Prior to joining Patrol Solutions, Maria performed a similar role at Cypress Private Security. Her time there helped her refine her processes and establish best practices. In addition, she gained familiarity with a variety of different programs useful to her job functions, including Kwantek, SharePoint, QuickBooks, Valiant, and more.

Maria entered the security industry in 2016 after over a decade in other fields. Beginning as guard at an airport where she provided access control, personnel escort, plane searches, and fire watch duties, she developed a thorough understanding of delivering services in the field. Her field experience benefits her in her administrative role because she can effectively interview potential candidates and conduct new officer orientation with the proper context.

Her other experience includes working as an operations manager for a transportation company. There, she performed dispatch services, accounting, budgeting, and other management duties. Maria has also worked in education, as a teacher, for almost ten years.

All of Maria's experience points to her reliability and organizational skills. She is a natural teacher and communicator, and provides invaluable support to all of our local security projects.

Maria is also bilingual, as she is fluent in Spanish and English.

Alejandra Dukes Senior Quality Control Manager



Expertise

Security Operations,
Security Management,
Security Program Quality
Control Management,
Aviation Security,
Transportation
Operations, Record
Keeping, Office
Management, Payroll
Issues, Administrative
Support

Education

California Technical High

Certifications

BSIS

Alejandra Dukes is our senior quality control manager in the Los Angeles region. As the qualified inspector, Alejandra will directly oversee the program on a daily basis. She will perform unannounced site visits to manage officers in the field and make sure that everyone is doing their best work. As a QCM, she will be available to address any client concerns and feedback.

Prior to joining Patrol Solutions, Alejandra was a payroll clerk for another private security company. She took ownership of the payroll procedures as she gathered, reviewed, and calculated payroll data for over 500 employees. Before taking that management position, Alejandra also worked as a security officer for that same company, with the highlight being a seven-year stint at a major airport. She set up stanchions and managed crowd control functions. One of her other duties was to conduct physical searches of aircraft to make sure no suspicious items were on board, and to ensure that all security seals were in place and unbroken. In addition, she performed access control services at screening and document checkpoints, for passengers and also for airport/airline personnel. During her time at the airport, Alejandra also performed security patrols and inspections, and mastered the art of keeping detailed and organized logs.

Outside of security, Alejandra also worked in the transportation industry for over three years. In that capacity, she performed administrative functions including customer service, data entry, and supervising other office staff.

Alejandra's leadership, organizational skills, and first-hand familiarity with security fieldwork make her an excellent senior QCM with Patrol Solutions.



Professional Summary

Proven experience providing excellent customer service and administrative support with a background in the transportation industry and the unarmed security industry. Detail-oriented professional with strong people and time management abilities. Skilled at fielding customer and employee inquiries, providing answers and resolving complaints. Over 14 years' experience successfully performing numerous data entry and clerical tasks. A proven track record of efficiency and accuracy in managing multiple functions, solving problems, maintaining confidentiality and producing quality work.

Objective

Seeking a clerical position with a reputed company where my experience providing payroll support, customer service assistance, and proper attention to detail will be utilized in a professional environment.

Summary of Skills

- · Ability to work independently; strong data entry and clerical skills
- · Strong attention to detail and excellent problem-solving skills
- Skilled in handling office workloads independently and without delay
- Knowledge of office filing and record keeping
- · Ability to maintain integrity of confidential information
- · Thrive within detail-oriented, deadline-driven environments
- Reliable and punctual
- Proficient in Microsoft Office and Outlook

Work Experience

Payroll Clerk

Aviation Safeguards

3/1/2014 – Present Los Angeles, CA

- Gather, review, calculate and enter payroll data from handwritten timesheets using WinTEAM payroll module for over 500 employees
- · Review and verify source documents and calculate and post corrections
- Secure signature of employees on handwritten payroll documents
- Research and resolve payroll discrepancies by collecting and analyzing information
- Prepare and submit weekly report of paid time off and vacation hours
- Provide payroll information by answering questions and requests; address employee inquiries and requests daily
- Manage and maintain payroll documents
- Maintain employee confidence and protect payroll operations by keeping information confidential.

Unarmed Security Guard

4/13/2007 - 3/1/2014

Aviation Safeguards

Los Angeles, CA

- · Set up stanchions and established queuing order for passengers
- Assisted passengers with luggage and through screening and document checkpoints; directed passengers to less congested checkpoints to maintain flow
- Performed a physical search of aircraft to make sure that no suspicious items were on board and that all security seals were in place and unbroken
- Screened service personnel entering the aircraft and ensured that only authorized personnel gained access to the aircraft
- · Granted access to areas based on identification and kept logs of visitors
- Observed and reported unsafe or hazardous conditions immediately to my manager or proper authority

Customer Service

2/1/2004 - 4/13/2007

Ortega's Transport INC

Los Angeles, CA

- · Provided customer service and addressed customer issues in a timely manner
- Screened and directed calls; received and directed visitors
- Performed administrative and office activities for multiple supervisors
- Provided data entry support, including tabulating and posting of data in company software
- · Supervised a staff of 5; trained and supervised new office staff and evaluated their work
- Performed a variety of Internet research functions for office use
- Maintained office supplies and allocated supplies to appropriate departments
- · Operated photo-copier, fax machine, printer, and computer as required; performed filing

Education

High School Diploma California Technical High, Los Angeles, CA 2005

Description of Experience

Patrol Solutions' unique ability to combine financial strength, personnel development, disciplined execution, responsive management, and adaptive customer service has empowered us to meet the evolving needs of each and every client. Entities similar to the County find us to be the ideal security services partner. Our company's management team is accustomed to serving government clients who are dynamic in scope, magnitude, and complexity. Vast resources activated through well-defined management processes enable PS to meet the requirements of modern facilities and the demands of sophisticated clients. Our leadership team and management team are comprised of former Cypress Private Security managers, who have direct experience with serving the following accounts:

- Los Angeles Police Department
 - \$2 million per year
 - o 2/2017 to 06/2019
 - Unarmed and armed officers to provide security guard services through the entire LA Basin, including El Pueblo, libraries, public hygiene facilities, water treatment plants, city buildings, jails, and the police communication tower.
- Housing Authority of the City of Los Angeles
 - \$5.5. million per year
 - o 09/2013 to 11/2018
 - Armed and unarmed services for a major housing authority. Mobile patrols, foot patrols, access control, emergency response, concierge functions, customer services, CCTV monitoring, alarm systems, operation of X-Ray machines.
- City of Glendale
 - \$600,000 per year
 - o 04/2012 to 06/2019
 - Unarmed services for the City's libraries, public auditoriums, parking structures, office buildings, transit depot, Water & Power department facilities, and 27 parks. Duties include mobile and foot patrols, access control, lockup procedures, call response, and more.
- Civic Center BID (San Francisco)
 - \$500k per year
 - o 2/2018 to 06/2019
 - Unarmed security officers to provide visible deterrent to trespassing, vandalism, illegal camping, community engagement, with customer service through active patrolling, and incident reporting.
- Redondo Beach Transit Center
 - \$50,000 per year
 - o 01/2012 to 06/2019
 - Unarmed services for the transit center. Access control, foot patrol, emergency response.

- San Francisco Municipal Transportation Agency
 - \$7 million per year
 - o 09/2008 to 06/2019
 - Unarmed and armed services for the second-largest public transit system on the West Coast. Security provided for office buildings, vehicle yards, and other SFMTA facilities. Duties include operating a security operations control center, fare/revenue escort, access control, anti-graffiti unit, mobile and foot patrols, emergency response, and cooperating with local police.
- East Bay Municipal Utility District
 - o \$2.5 million per year
 - o 07/2004 to 06/2019
 - Unarmed services for 19 EBMUD sites, including office buildings, yards, water treatment plants, construction sites, water aqueducts, and wastewater facilities.
 Duties include operating a security operations control center, mobile patrols (including remote sites), foot patrols, access control, lockup procedures, emergency response, CCTV surveillance, cooperating with police.
- Department of General Services (Ronald M. George State Office Complex)
 - o \$3.1 million per year
 - o 5/2015 to 06/2019
 - Unarmed guards monitor cameras, access control, metal detectors, hand held wands, foot patrol of grounds including public areas, floors, and garages. We work in conjunction with CHP to provide security for California Supreme Court.

Our management team has directly served a number of major clients. Among the largest and most complex are the San Francisco Municipal Transportation Agency (SFMTA), the Los Angeles Police Department, the City of Glendale, and the East Bay Municipal Utility District. In addition to lobby duties, our team has experience with access control screening (visual, X-ray station, magnetometer, and wand screening) and the operation and monitoring of a variety of electronic security technology such as a proximity card access system and fire control center. Our leadership team regularly evaluates current policies and procedures in order to improve all aspects of security. Vigilant, ongoing evaluation of our security goals ensures that every facet of security meets its stated goals.

References

Patrol Solutions' experience in providing security services for operations similar to the County is extensive. We are proud to represent and support a range of clients in different industries as well as a variety of sites. Rest assured that when we develop your security program, we tap into decades' worth of collective knowledge and experience. We strive to earn each client's trust *every* day that we provide services for them. We believe that each of our clients is pleased with the security we provide. It is with great confidence we present to you this list of references.

- Arts District of Los Angeles Business Improvement District: Miguel Vargas, Executive Director
 - o 213-880-1332
 - 1801 E. 7th St. | Los Angeles, CA 90021
 - Miguel@artsdistrictla.org

- Unarmed officers provide bicycle, foot, and vehicle patrols of the business improvement district. Officers provide visible deterrent to trespassing, vandalism, and illegal camping.
 Special emphasis on community engagement, with customer service through active patrolling, and incident reporting.
- Our local manager, Felix Guerrero, has been serving ADLA since 2016. Patrol Solutions began 09/2020.
- Contra Costa Water District: Norberto Martinez, Facilities Maintenance Administrator
 - 0 925-688-8146
 - facilities@ccwater.com
 - o 01/08/21 to present
 - o 1331 Concord Ave. | Concord, CA 94520
 - As-needed security services. Vehicle and foot patrols, key control, regulating access, securing facilities/structures/open space, assisting authorized individuals. Serving the 13-acre campus.
- City of San Francisco Human Services Agency: Joseph Villatoro, Security Liaison Officer
 - o 415-850-6341
 - o 1440 Harrison St. | San Francisco, CA 94103
 - joseph.villatoro@sfgov.org
 - Access control and screening services for COVID response centers
 - o 06/15/2020 to present
 - Unarmed security services for multiple City-managed hotels and congregate sites. This
 project is part of the City of San Francisco HSA COVID emergency response. Duties
 include access control, foot patrols, emergency response, and serving as a visible
 deterrent to unwanted activities.
- Logix Federal Credit Union: Tyson Humpherys, Manager Safety & Security Operations
 - o **818-565-2155**
 - P.O. Box 6759 | Burbank, CA 91510
 - thumpherys@lfcu.com
 - Our local manager has been serving since 2016. Patrol Solutions began 04/2020.
 - COVID-related special coverage for nine locations throughout Los Angeles County

Felix Guerrero's References

Felix, our director of operations, had a great career in the security industry even before joining Patrol Solutions. The following references are contracts Felix personally managed when he worked for other security companies. He has prior experience serving the DPW headquarters security contract.

- Los Angeles County Department of Public Works (Headquarters): Robert Gresham, Contract Administrator
 - o 562.861.0316
 - RGRESHAM@dpw.lacounty.gov

- Provide lobby and field security services
- \$2 million annual
- Our Director of Operations, Felix Guerrero, personally managed this contract from March 2009 to February 2020
- Armed and unarmed services for the LAC DPW headquarters contract (various sites).
 Duties include lobby and field security services, gate and checkpoint monitoring, access control, security for construction projects, and special details (additional as-needed responsibilities). Patrol Solutions' Director of Operations, Felix Guerrero, personally managed this security contract.
- Los Angeles Police Department Security Division: Alejandro DiazValle, Contract Security Liaison Officer
 - o 213-978-4679
 - o 41897@lapd.online
 - Provide security for libraries, parks, commercial properties, and historical sites
 - \$2 million annual
 - Patrol Solutions' Director of Operations, Felix Guerrero, directly managed this contract from 2001-2009, and from 2016-February 2020
- City of Glendale Water & Power: Martin Powers, Project Manager Security
 - o 8181-937-8987
 - mpowers@glendaleca.gov
 - Unarmed coverage for GWP facilities including the water and power facilities. Mobile patrol coverage included various City public facilities including libraries and 27 parks.
 - o \$80,000 annual
 - Felix Guerrero directly managed this contract from March 2012-2019.

Minimum Mandatory Requirements Compliance

1. PPO License

PATROL SOLUTIONS

LICENSE NUMBER: 119966 LICENSE TYPE: PRIVATE PATROL OPERATOR LICENSE STATUS: CURRENT EXPIRATION DATE: FEBRUARY 28, 2025

SECONDARY STATUS: ADMINISTRATIVE FINE

CITY: CITRUS HEIGHTS STATE: CALIFORNIA COUNTY: SACRAMENTO ZIP: 95610

2. Years of Experience

Patrol Solutions was founded in 2010 and has been providing security services ever since, to both private and public institutions. All of our managing employees have well over five years of experience in security and surpass the minimum of three years of security supervisory experience.

3. Supervising Employee's Experience

As stated in our Key Staff profiles/team resumes, our supervising employee, Felix Guerrero, has well over the minimum three years of experience.

6. WORK PLAN

Approach to the Scope of Work

It is the goal of Patrol Solutions that all of our security services will ensure the safety of patrons, vendors, and your employees. By providing a visible presence, our officers serve as a visual deterrence to crime and other unwanted activities. By performing their duties in an engaged, alert, and responsive manner, officers will create a safe environment for everyone. Whenever possible, officers will assist patrons, vendors, and County employees as long as doing so does not compromise their security duties.

Our experienced and knowledgeable security management team begins by reviewing your stated needs. After assessing current security, our team then designs a new security program customized to your requirements and tailored specifically for your project. The Patrol Solutions approach when designing the best security program for you is to meticulously analyze the site: location (area), activities, public interest, and other stakeholders. In particular, PS pays special attention in addressing the following factors:

24/7 Quality Control Manager Program – Quality control managers are available 24/7 via phone, text, and email. They conduct proactive site checks and ensure that field officers are performing up to standards. They evaluate officers' uniforms and equipment, review daily activity reports, and assist with any patrol or protocol modifications. Their time of visit varies from day to day. QCMs are mobile (marked security vehicles) and also respond to any emergencies or incidents. They not only supervise and manage the officers in the field, but also reward and discipline them. If necessary, QCMs can assist in crosstraining officers. At PS, our QCMs personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

Unarmed and Armed Security – Whatever their assignment, officers will be trained to master the ins and outs of their specific post. They will learn general County rules and regulations, and gain familiarity with general site information so that they will be capable of responding to requests from patrons asking for assistance and service information. Security officers will observe and report daily activities, and prepare accurate and legible daily activity reports and incident reports (as needed). They will assist County personnel, police, and other law enforcement officials as necessary by providing perimeter access control, traffic direction, and other duties as needed. Armed officers undergo appropriate weapons training and maintain current certifications. They will be equipped with County-approved weapons.

Roving Patrols – Officers perform full patrols on a regular basis. These patrols include all areas of the site as designated by the post orders. A visible presence will serve as a deterrent to trespassers and crime, and increase general public safety. Officers will seek to prevent and minimize fire, theft, damage, graffiti, and other unwanted activities. As they make their rounds, they will also ensure that the facilities are secured (doors, windows, gates, locks, etc.). Any unusual incidents or hazardous conditions will be reported to the proper representative and logged.

Vehicle Patrols – Patrol Solutions will provide and maintain a minimum of three marked security vehicles for this project. Officers will undergo training to ensure safe and proper use of the vehicle within the DPW property.

Customer Service – All PS officers must undergo and complete customer service training. Officers will support County employees in any capacity as long as the officers can safely complete their post duties. Likewise, officers who work at facilities where they will interact regularly with the public will be comfortable doing so. They will be able to provide public information to visitors and have basic

knowledge of the general area and services. Officers will, at all times, be polite, courteous, respectful, and responsive to any person authorized to be at the site.

Special Events – Patrol Solutions has the capacity to handle special events coverage with a minimum of four hours' advance notice. Simply reach out to Felix and he will ensure that any special coverage is accommodated.

Access Control – Officers will be aware of who is allowed to enter the site, and will handle any procedures (identification checks, bag checks, scanning, etc.) in accordance with the post orders. Trespassers located on the premises are asked to leave. If a crime has occurred, the officer observing the incident will sign the citizen's arrest form and provide testimony when summoned to do so. CCTV images are retained when possible to aid in future prosecution.

24/7 Dispatch Center – Patrol Solutions operates a centralized dispatch service staffed 24 hours per day, 7 days per week for maximum responsiveness. In addition, all supervisors have a smartphone, and have access to a work computer in the account manager's office.

Safety – All safety hazards are documented and reported to the PS account manager and your pertinent management. Issues that immediately threaten building occupants or business operations are addressed in accordance with the post orders. The account manager actively participates in the client's health and safety committee meetings as well as the Injury and Illness Prevention Program. PS will, at all times, maintain a trained and skilled force capable of performing all necessary security functions and patrol rounds, including operating building protection devices and other equipment.

Monitoring and Alarm Systems – Officers will be trained and familiar with any monitoring and alarm systems in use at their assigned site. This includes the desk consoles (employee access control and alarm computer, CCTV video monitors, DVRs, etc.), emergency/fire alarms and other fire safety systems and equipment, computer programs, voice intercom systems, and other electronic systems in use. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. Our team is experienced in operating electronic security systems, and site-specific training will ensure that the systems will be used to their maximum potential.

Reporting and Documentation – All PS officers are trained to write accurate and detailed reports. Officers will complete the appropriate reports for each shift. Reports include daily activity reports, conditions reports, incident reports, and others as assigned. Any officer who knowingly falsifies a report will be disciplined up to and including termination from employment. Officers are fluent in English and able to communicate verbally as well as via report writing. Officers will maintain a log of security violations and report occurrences to supervisors as quickly as possible. In the event of any maintenance requests, officers will forward such requests to the proper representative.

Handling Disruptive Individuals – PS officers are trained in "verbal judo" and the importance of communication, especially in handling disorderly people. PS officers are trained in projecting a professional image and are skilled in diffusing potentially volatile situations. Our company training manager is also a certified Management of Aggressive Behavior Instructor. MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace.

Rules and Regulations – All officers and supervisors learn the County's rules and regulations as well as those of their specific assigned site. Officers' appearance and uniforms will be neat and adhere to your standards. All equipment they have access to will be used solely for on the job purposes. Cell phones and any other electronic devices shall only be used for work duties (guard tour tracking, report writing, on

the job communication, emergencies, etc.). Officers will not be engaged in or conduct any personal business or any business outside those described in the contract at any time while on duty.

Code of Ethics – PS officers follow our established code of ethics. In particular, the following apply to all employees: ethical responsibilities; courtesy in all circumstances; respectful treatment of others; and no use of inappropriate language. No officer shall accept any kind of gratuity. Each PS officer shall conduct himself or herself with the highest level of integrity.

Confidentiality – All PS employees are trained in confidentiality and how to handle sensitive information. (All information at a site is deemed sensitive and is not to be shared by PS staff.) The training and enforcement includes areas such as: interfering with legal processes, withholding information, and disclosure of information. All PS officers are trained in the area of providing relevant and important information to human resources, the client manager, or the facility manager. This includes knowledge of misconduct by a fellow employee. The PS team understands the importance of operating and providing services as a unified front. A single individual's performance, or lack thereof, impacts the perception of the entire company. The individual officer will report any information he or she might have as it relates to: illegal activity, misconduct, and use of drugs or alcohol.

Emergency Response – PS will design and implement an emergency plan that will address responses to threats and potential emergencies. The plan is based on the nationally-recognized Incident Command System (ICS) for emergency response. PS understands that changing security needs in the case of an emergency or major incident may require PS to respond with additional staff. PS is fully prepared to increase our security services in the event of an escalation in the security level (emergencies, civil unrest, fire, or special events). PS will work closely with your management to escalate and de-escalate the need for additional staffing at the site. In the event of an emergency, PS uses the following procedures to ensure that trained staff are on-hand to fill all shifts at the site, including scheduled absences as well as increases in staffing:

- Cross-training PS cross-trains field managers and flex officers. This allows us to have additional support ready to help in an emergency.
- Back-up Staffing PS has a pool of qualified officers who can be available to work on relatively short notice in the event of an escalation and need for additional staff. This includes officers who may be currently assigned to another post as well as flex officers.
- Emergency Planning Our guidelines are designed to help us maintain security services before, during, and after an emergency. This includes situations such as earthquakes, major fires, major civil unrest, or major escalation of the security level. Because each client and each situation is unique, PS works with client management to implement preventive measures such as additional training and site-specific emergency planning.
- Emergency Response Vehicle PS operates an emergency response vehicle especially equipped
 for emergency situations and special events. Our emergency equipment is always at the ready,
 and includes power generators, indoor/outdoor lighting systems, light rescue equipment. All of
 the emergency equipment is checked monthly. This specially-equipped vehicle enables PS to
 respond during an emergency incident or scheduled special events.

Staffing Plan

Patrol Solutions will utilize its training and managerial resources in order to implement a site assessment and training program throughout the transition and delivery of the work plan. Led by Felix Guerrero, our local team will be able to focus on what matters most: officer development with the goal of customer service and asset protection. As our managers begin updating the post orders and implementing our work plan, they will use some of the following resources. For the benefit of the County, our officers,

managers, and client will be supported by our manned 24/7 watch commander station. Our managers are available 24/7 via phone, text, and email as well. Every shift, we have mobile quality control managers (QCMs) who conduct on-site supervision and support. QCMs perform unannounced site visits and have the authority to discipline officers. Delivery of service will not just be in the field. The team at the local office is available to help officers with uniforms, inquiries, and schedule changes if needed. We know the tasks required and are prepared to evaluate and improve wherever possible.

Recruitment Process

We post our open positions on job websites such as Indeed, LinkedIn, and our own company website. Job fairs, the Employment Development Department, flyers, word of mouth, trade shows, and employee referrals are other ways we recruit. Our first intention always is to try and promote from within whenever possible. Whenever we have qualified and deserving internal candidates who are ready to advance in their careers, we try to promote them. Our two most effective recruiting mediums are word of mouth and our online postings. Word of mouth referrals in particular have made a significant impact, as many of our employees are actually recruited by their family members and friends.

Personnel Selection Process

As an equal opportunity employer, PS seeks to hire the best employees in each market served. In order to meet our overall goal of 100% customer satisfaction, the personnel selection process is carefully designed to find the most suitable individuals for each post. The overall objective of our personnel selection process is to have a pool of top-quality professionals on-hand, ready to take on any assignment.

Application: After the applicant has successfully completed the initial questionnaire and progresses to the next phase of the hiring process, the applicant will complete an extensive application. PS takes great pride in providing our clients with accurate and detailed reporting; the applicant must also demonstrate clarity, detail, and accuracy when completing the application document.

Interview: To best assess a potential employee, PS has implemented a multi-step interview process.

- Human Resources Review of Application: After the applicant has completed a comprehensive application form, our human resources department reviews the application to find out if there is a fit between PS and the applicant. We have a full-time recruiting manager overseeing this process.
- Hiring Manager Interview: The hiring manager will conduct an interview with the applicant to better understand the candidate's qualifications and to determine how the applicant satisfies the requirements for a specific assignment. During times when we need to interview many candidates, the recruiting manager will assist with interviews.
- Optional Client Interview: As the last interview step, an on-site interview may be conducted by the client if the client chooses this option.

During the interview process, the applicant's language and communication skills are assessed. An applicant must be able to speak, read, and write proper English in order to proceed successfully through the PS personnel selection process.

Training & Work Verification: All applications are verified against listed information. Training is verified with copies of certificates or diplomas, or by contacting relevant organizations. After verification of work experience and training, each new PS employee will complete and pass required PS training modules.

Annual Verifications of Certificates: PS conducts annual verifications of all licenses required for security officers and other staff. In addition, twice a year PS will conduct a check against the Department of Motor Vehicles (DMV) for all officers assigned to the site.

We will adhere to the staffing plan as described in the RFP in Form LW-8. Whenever possible, and if so desired by all involved parties, we seek to retain incumbent officers.

Security Director

Marc Mendoza is our proposed account executive/account manager (Patrol Solutions' on-site supervisor) for this contract. He will function as the daily point of contact for the DPW and manage the project on a day to day basis. His work experience and resume are provided in section 5 of this proposal under the subsection "Key Staff." Marc reports to Felix Guerrero, the director of operations.

Training Programs

Patrol Solutions is committed to the professional growth of every employee within the company. Training is an ongoing process that never stops. All of our active officers are AB2880 compliant and have completed mandatory BSIS training. They must successfully complete the 8-hour BSIS guard card course. In addition, there is a 32-hour BSIS continuing education series of courses. Armed officers are required to have completed the mandatory BSIS training for armed guards. Initial training for new employees is, at a minimum, 8 hours. This includes live training in the field. Depending on the complexity of the position, the field training could range from one full day to one full week, or possibly more. In addition, we can provide field training on an as-needed basis throughout the duration of the project. On-the-job training plans can be further developed and refined after the start of the contract, in the context of a full understanding of the site.

Outline of Training Manual

To provide you with an outline of our training manual, the following items are listed in the table of contents of our officer handbook. We can provide a copy of our handbook upon request.

- Introduction
- Primary Mission Statement
- Security Professional Job Description
- Emergency Response
- Bomb Threats
- General Rules and Procedures
- Special Events
- Reports
- Handling of Complaints
- Liability Issues
- Laws
- Summary

We also strive to promote ongoing training and officer development. Our director of operations, Felix Guerrero, is a certified trainer in various disciplines including firearms training.

Types of Training

Client-specific Training – PS will train all staff assigned to a client's site in accordance with the specific duties unique to the site and post. Depending on the complexity of the position, the length of time spent

on client-specific training will vary. In dynamic environments, site-specific training may be ongoing to match evolving needs.

Scenario-based Training – Scenario-based training involves real-life situations that are either role-played between the teacher and the student, or video scenarios that are presented and discussed amongst the class.

Cross-training – Officers may be cross-trained on other posts and/or locations in the case of emergency or need for additional officers at that location. Cross training also prepares officers to perform fill-in duties and even further enhance their skill sets.

CPR and First Aid Training – If needed, security officers will receive CPR and first aid training for adults and infants. Certified trainers conduct these trainings in accordance with Red Cross standards to earn a Red Cross certification.

A Note on Training

Our managers will be building and then training our officers based on the materials provided by the following organizations:



Felix Guerrero's Training Certifications

Felix, our director of operations, is a certified trainer for several disciplines, and he can and will provide relevant training to officers assigned to this project so that they will have all of their necessary certifications/licenses before beginning on-site work.

Firearm Training Academy: BSIS Guard Card firearm permit, BSIS PR24 baton, and additional outside training.

American Bike Patrol Services: Bike training certification, bikes repairs, and uniforms.

He is also a certified instructor for the following:

- AVADE (workplace violence and hands-on tactical defense)
- American Red Cross: First Aid/CPR/AED and bloodborne pathogens

Training Curriculum

To best prepare officers for their duties, Patrol Solutions' training is tailored for each client and each post. Training is an ongoing process and is overseen by a dedicated training manager.

Available Training Courses				
Access Control	First Aid and CPR (Red Cross)	Parking and Traffic		
Active Shooter	Handcuffing	Policies and Procedures		
Advanced Criminal Law	Handling Difficult People	Port Safety		
Advanced Search and Arrest	Illness and Injury Prevention	Post Orders and Assignments		

	Program	
Anti- Harassment	Investigation and Reports	Power to Arrest
Chemical Agents	Liability and Legal Aspects	Quality Control Manager
Communication	Loss Prevention	Radio Procedures
Crowd Control	Management Training	Safety Manual
Customer Service	Maritime Security Training Module	Sales Training
DHS Training	MOAB	Shelter Training
Driver Safety	Museum	Supervisor Training
Evacuation Procedures	Observation and Documentation	Time Management
Fire Life Safety	Officer Handbook	Weapons of Mass Destruction
Fire Safety Officer Course	Officer Survival	Workplace Violence

De-escalation Training

Patrol Solutions has a trainer certified in several disciplines of de-escalation training, including AVADE and MOAB. This training enables officers to successfully de-escalate situations, and thus prevents the need for use of force or police intervention. The AVADE training program is an integral piece of an effective workplace violence plan. It teaches officers key topics, including:

- How to recognize the assault cycle
- How to legally defend yourself and others
- How to survive an active shooter situation
- · How to create long lasting personal safety habits
- How to avoid being a victim of crime and violence
- How to create long lasting personal safety habits





MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace. It teaches officers how to create a win-win situation in difficult confrontations and resolve conflicts decisively and diplomatically with verbal and non-verbal communication skills, as well as with personal defense and safety skills.

Armed Security Training

All armed security officers at Patrol Solutions must possess an exposed firearm permit, baton permit, and pepper spray permit issued by the State of California, Bureau of Security and Investigative Services (BSIS). BSIS requires security officers to qualify with their firearms every 6 months with their current instructor. In addition to qualifying armed security officers on the basic qualification course, Patrol Solutions' firearms instructors provide instruction on advanced tactics based on well-established national law enforcement standards. These tactics are based on the various assignments that Patrol Solutions armed security officers work, including high-density public areas, crowded facilities, and remote areas. Training is customized to address the evolving trends in criminal threats and tactics, and increasing officer safety.

Mental Health Training

Mental Health First Aid is an 8-hour course that gives people the skills to help someone who is developing a mental health problem or experiencing a mental health crisis. The evidence behind the program demonstrates that it does build mental health literacy, and helps trainees identify, understand, and respond to signs of mental illness. Just as CPR training helps a person with no clinical training assist an individual following a heart attack, Mental Health First Aid training helps a person assist someone experiencing a mental health crisis, such as an individual contemplating suicide. In both situations, the goal is to help support the person until appropriate professional help arrives. Mental Health First Aiders learn a single 5-step strategy that includes assessing risk, respectfully listening to and supporting the individual in crisis, and identifying appropriate professional help and other supports. Participants are also introduced to risk factors and warning signs for mental health or substance use problems, engage in experiential activities that build understanding of the impact of illness on individuals and families, and learn about evidence-supported treatment and self-help strategies. The National Council for Behavioral Health operates Mental Health First Aid USA in partnership with the Missouri Department of Mental Health.

Mental Health First Aid training covers the following topics:

- Introduction to Mental Health First Aid
- Mental Health Problems in the USA
- The Mental Health First Aid Action Plan
- Understanding Depression
- Understanding Anxiety Disorders
- Crisis First Aid for Suicidal Behavior & Depressive Symptoms
- What Is Non-Suicidal Self-Injury?
- Non-crisis First Aid for Depression and Anxiety
- Crisis First Aid for Panic Attacks
- Crisis First Aid for Traumatic Events
- Understanding Disorders in Which Psychosis May Occur
- Crisis First Aid for Acute Psychosis
- Understanding Substance Abuse Disorder
- Crisis First Aid for Overdose
- Crisis First Aid for Withdrawal
- Using Mental Health First Aid

Equipment

Uniforms

Full-time officers receive, at a minimum, two pairs of pants, three shirts, and a jacket. Part-time officers receive, at a minimum, one pair of pants, two shirts, and one jacket. If officers are working in an environment that will regularly place them in the elements, we can provide additional gear for inclement weather and other conditions. We also provide personal protective equipment for officers who work at sites that require it. Officers are responsible for cleaning their uniforms. The shirts and jackets are clearly marked with our insignia. However, we have a uniform provider we can work with if alternate uniform styles are desired. For example, some clients may prefer a softer look with polo shirts.





Materials and Equipment

Patrol Solutions provides our officers with the appropriate items for the job including general office supplies and reporting forms. We can provide personal protective equipment (including face masks, hard hats, safety goggles, safety vests, and any other necessary safety gear). We will provide a marked security vehicles, a site cellphone for the security director, and identification badges for all employees. We will provide flashlights and spare batteries. Any officers who are equipped with a baton will carry the appropriate certification. Armed officers are equipped with a County-approved firearm as described in the RFP. These firearms have been approved by senior management and all armed officers are fully trained and certified.







Vehicles

Our marked security patrol vehicles are equipped with flashlights, traffic cones, flares, bannerguard tape, a first aid kit, blanket, and other necessary equipment.







Transition Plan and Timeframes

Our transition plan begins once we receive the awarded contract. The transition timeline indicates the projected lead time and schedule we typically use in normal circumstances after being awarded the contract. Patrol Solutions will:

- Seek to understand and operate in harmony with current work-flow.
- Anticipate and assess the potential impact on various departments and constituencies.
- Learn all rules, policies, and procedures at the site and within the operation.
- Implement the most effective tools, materials, and technology.
- Execute a systematic and smooth transition of responsibility that instills confidence.

As phases of the transition plan conclude, PS incorporates necessary changes and provides updated plans to the client. Administering a complete security program is a multi-step process including: security assessment, security team selection, management team selection, on-site leadership, recruiting, training, monitoring, and supervision and support functions.

Key Personnel Duties and Responsibilities: Before the transition starts, PS will identify the key personnel who will be responsible for delivering the security services and define their duties during the transition.

Documentation, Communication, and Training: PS, together with the client, will establish ongoing communication methods and requirements needed to operate the security program. During the transition process, PS also prepares training schedules that outline training topics, responsible managers, and required attendees.

Transition Timeline

Task Assigned	Date Due	Responsibility
Award letter issued to PS	> 3 weeks prior to startup	Gen. Mgr.
PS transition team assigned and in place	> 3 weeks prior to startup	Dir. of Ops.
Meet with client to obtain site specific information	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Outline and adjust transition plan if needed	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Security and technology assessment	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Management/labor meeting	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Conduct site security survey	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Introduction letter, application, and drug screen forms	> 3 weeks prior to startup	Human Resources
Interview and select employees	> 3 weeks prior to startup	Human Resources
Prepare wage and benefits package	> 2 weeks prior to startup	Human Resources

On-site training for operations team	> 2 weeks prior to startup	Acc. Mgr.
Gather information about current staff at site	> 2 weeks prior to startup	Human Resources
Provide assessment, training of current staff at site	> 2 weeks prior to startup	Acc. Mgr.
Order all supplies and equipment	> 2 weeks prior to startup	Acc. Mgr.
Deadline for applications to be received	> 2 weeks prior to startup	Human Resources
Order uniforms and duty gear	> 2 weeks prior to startup	Acc. Mgr.
Prepare post orders	> 2 weeks prior to startup	Acc. Mgr.
Select security officers	> 2 weeks prior to startup	HR & Acc. Mgr.
Prepare site-specific training materials	> 1 week prior to startup	Acc. Mgr.
Meet with client to brief on transition progress	Continuous	Acc. Mgr.
Present post orders to client	> 1 week prior to startup	Acc. Mgr.
Meet with client for feedback on first draft of post orders	> 1 week prior to startup	Acc. Mgr.
Ensure each post is fully equipped as specified	> 1 week prior to startup	Acc. Mgr.
Prepare master schedule	> 1 week prior to startup	Scheduling Manager
Fit uniforms and re-order as needed	> 1 week prior to startup	Acc. Mgr.
Retraining of incumbent personnel hired by PS	> 1 week prior to startup	Acc. Mgr.
Service start	TBD	Dir. of Ops./ Acc. Mgr.

Evaluation Calendar

After services begin, we conduct early performance evaluation and additional training as needed. Regular evaluation of officers continues throughout the duration of the contract.

Task Assigned	Date Due	Responsibility	
One month evaluation of each officer's performance	30 days after startup	Acc. Mgr.	
Training or re-assignment as needed (individual officers)	30 – 45 days after startup	Acc. Mgr.	
Three-month evaluation of each officer's performance	< 90 days after startup	Acc. Mgr.	
Training or re-assignment as needed (individual officers)	90 – 100 days after startup	Acc. Mgr.	

Random Site Inspections

Patrol Solutions understands how important officer accountability and supervision is. When it comes to field inspections, our ideal is to "inspect what you expect." In other words, leadership establishes clear expectations to all field officers. These expectations are verbalized and also written down in the post orders. A quality control manager (QCM) conducts these random site inspections, although at times the account manager or director of operations may make a surprise appearance. The focus is on ensuring that the expectations leadership has established to officers are met. QCMs have the authority to review officer performance and perform corrective actions if needed. Though the QCM is the person who conducts the inspection, the account manager is the individual ultimately responsible for overseeing the inspection element of the security program. Hands-on management, ongoing training, regular client feedback, and corrective actions show our dedication to providing a customer-focused approach. Patrol Solutions conducts unannounced site checks at *least* once per day.

"Inspect what you expect" also applies to the visual inspections that field officers perform as they conduct their patrol rounds. Patrols occur a set amount of times per shift (designated in the post orders), and are take place at random times to prevent predictability.

Proactive Field Support

Alejandra Dukes is our senior quality control manager and will be the primary individual in charge of the inspection. The Patrol Solutions quality control manager (QCM) program is a critical aspect of our proactive quality control process. At other security companies, supervisors tend to go on-site as a response to complaints, after a problem has arisen. At PS, our managers personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

The QCM: This position is staffed by an experienced leader who maintains daily contact with multiple sites and is duly qualified to evaluate field officer performance. There is at least one active QCM every shift (morning, swing, and grave). The QCM uses one of our marked security vehicles to visit our various sites and check in with our officers.

Quality-focused Approach: Leadership establishes clear expectations to field officers, and site checks help make sure those expectations are met. Engaged management, ongoing training, regular client feedback, and corrective actions help maximize and maintain quality.

Random On-site Inspections Overview:

- QCMs work to:
 - Root out potential problems proactively.
 - Support on-site staff.
- At least one on-site inspection per day.
- Time of visits vary from day to day.
- QCM duties during inspections:
 - Evaluate field officers' physical appearance, equipment, and performance.
 - Conduct general review of the site.
 - Solve or make note of any issues raised by the officers and/or client.
- Officers may be given additional training during this time.
- QCMs may meet with facility managers/client liaisons while on site.

Security Guard Background Checks

Patrol Solutions conducts a background check as part of the hiring process. The background check is conducted via Sterling as well as the BSIS. Each individual has to meet or exceed all requirements set forth by the BSIS and Patrol Solutions' standards. Typically, the background check takes about 2-5 business days. We also partner with local live scan fingerprinting sites to facilitate swift fingerprinting.

For driving patrol services, we have the employee read and sign a DMV release form so we can run a check on the individual's driving record. Typically, this is done during the hiring process or before a current employee is transferred to a driving position. The check is conducted to ensure that any security officer assigned to a patrol vehicle position has a valid driver's license.

Form LW-8

Form LW-8. Staffing Plan and Cost Methodology is included as Exhibit A.2 to this contract.

(Refer to Exhibit A.2 for Form LW-8, Staffing Plan and Cost Methodology for each term of this contract for Group D)

7. QUALITY ASSURANCE PROGRAM

A. Policies and Procedures for Quality Control

The quality assurance measures we have in place are designed to ensure that all aspects of the security program are working as effectively as possible. This includes everything from officer training, officer performance, reporting practices, lines of communication, accountability, and more.

Qualified Inspector: The designated qualified inspector for the DPW project is our quality control manager. We have at least one QCM on duty 24/7. Our senior QCM is Alejandra Dukes. She will monitor contract compliance and deal with any customer concerns and inquiries.

Quality Consistency: Our quality control plan is based on the ISO 9000 family of standards established by the International Organization for Standardization. These principles are derived from expert collective experience and knowledge. ISO 9000 philosophies provide a proven framework to guide organizations toward improved performance and operational excellence.

It is the responsibility of the Patrol Solutions management team and on-site personnel to ensure work is conducted in accordance with the specifications outlined through the site-specific post orders, set training standards, the security assessment, contract, and proposal. The quality consistency diagram outlines the expectations, delivery and follow-up in terms of the services performed by PS. Patrol Solutions creates a customized and comprehensive set of post orders that addresses every aspect of safety and security relating to the client's facility and assets. If necessary, Patrol Solutions will update the post orders.

Quality Consistency Diagram



Customer Focus: Client needs can change over time. PS management and staff meet these evolving needs by educated decision-making. Adherence to the ISO principle of "Customer Focus" enables PS to:

- Effectively evaluate and understand customer needs and expectations.
- Invest in company resources that allow PS to better meet the needs of our clients.
- Measure customer experience and satisfaction and respond to feedback with intelligent and immediate solutions.
- Develop customer loyalty and earn new and repeat business.

Management Philosophy: Patrol Solutions promotes a work environment composed of clarity, discipline, and expectation of excellence, so problems are minimized. To maintain quality of services, our management style prioritizes the following concepts:

- Responsive and regular communication to maintain awareness of client needs.
- A more cost-effective business operation means savings are realized by clients in the form of affordable bill-rates as well as reducing needless services and waste.
- Methods of performance that can be measured and continuously improved.

Ongoing Evaluation of Security Program: Vigilant, ongoing evaluation of our security ensures that every facet of our operation meets our goals. This includes the site-specific security program as well as the back-office support and structure. The following information will be reported in the annual evaluation: the effectiveness of services; security improvements originally planned and actually implemented; incidents summary; review of employment plan; recommendations for security improvements; and additional items as necessary.

Quality Improvement Process: The management team attends internal quality control meetings via phone and/or video. Our managers from our various offices discuss issues related to delivering services and identify and analyze any notable challenges and successes. The team offers each other recommendations and implements improvements, sharing best practices across the company.

Corrective Action Procedures

Patrol Solutions values customer satisfaction. In order to provide the best care and service to our clients, we maintain an open dialogue in the spirit of mutual exhortation and collaboration. However, we do acknowledge that there may be times when a client approaches us with an issue or even a complaint. When this happens, we do not dismiss the issue; rather, we examine the situation, identify the problem, and take all possible measures to rectify the situation. We then apply what we have learned to prevent the problem from occurring again in the future. Typically, this means we must identify the root of the problem. Through continual progress reports and follow up between PS and client management, both parties will ascertain the elimination and correction of the problem, as well as ensure together that the preventative measures installed will maintain long-term effectiveness.

The following steps are our guideline for our corrective action procedures:

- 1. Initial communication of the problem.
- 2. Verification of the problem.
- 3. Analysis and broad assessment of the problem.
- 4. Identification of the root cause.
- 5. Take measures to comprehensively address the root cause and eliminate the problem.
 - Develop an action plan that logs and details the above information and presents a solution.
 - b. Review the action plan with the client.
 - c. Execute the action plan in an expedient but detail-oriented manner.
- Follow up tasks: implement preventative measures; maintain communications with client to ensure that the problem doesn't reoccur; proactively analyze the overall site situation to prevent other potential issues from blossoming into full-blown problems.

Dealing with Personnel-related Performance Issues: At times, disciplinary actions may be necessary. The objectives of our disciplinary process are to:

- Document any offense properly.
- Have a fair process applied equally for ALL employees.
- Communicate clear rules to employees.
- Ensure proper steps are followed when an offense occurs.
- Keep a clear paper trail for all employees and their performance.

The disciplinary process starts with the employee committing a violation that warrants disciplinary action. This includes but is not limited to acting contradictory to anything regarding: Patrol Solutions' policies and procedures manual, officer handbook, and safety manual; violations of post orders; and willfully or negligently endangering the life and/or wellbeing of himself/herself or others. Even if some infractions are considered "minor" compared to others, it is important that all infractions are properly documented and handled the same way all the time. This ensures that proper action can be taken in time to prevent further incidents from occurring. It is important to counsel the disciplined employee in order to educate and prevent the same violation(s) from reoccurring. Any steps taken and/or corrective action(s) in the future should be included in the warning. Counseling includes training for the employee and instructions on how to complete their job function along with what the expectations are.

It is always better to work with an employee to help them understand the importance of their job and turn them into a productive Patrol Solutions team member than to terminate them at immediately at the first mistake. The disciplined employee should sign the warning to verify that he/she received and understood the nature of the violation. If the employee believes that they have been mistreated or wrongfully given the warning, he/she should state that in the proper section on the document. A witness should be present when issuing a warning to an employee. The witness must be another supervisor. If the employee does not sign the document (agreeing or not) they are not entitled to a copy of the document. If they sign the document, they are entitled to a copy. All Patrol Solutions site supervisors and management are obligated to report misconduct to the responsible manager. The misconduct must be documented in an incident report or a verbal/written warning report if one was issued in the field. It is important that this information is relayed to the account manager (or higher) with little or no delay in order to prevent any further violations from taking place.

The normal disciplinary procedures are as follows:

- 1st Offense: Verbal warning/counseling.
- 2nd Offense: Written warning and counseling.
- 3rd Offense: Written warning and counseling/suspension.
- 4th Offense: Termination.

Patrol Solutions reserves the right to circumvent this procedure at any time. This procedure does not alter the at-will nature of employment at Patrol Solutions.

B. Inspection Fundamentals

Ultimately, Director of Operations Felix Guerrero has overall responsibility for the inspection system. The account manager, Marc Mendoza, will oversee our inspections on a daily basis. Our quality control managers make unannounced site checks to provide supervision and management for our field officers. A QCM will conduct an unannounced site check at *least* once per shift. QCMs help hold field officers accountable and make sure that they are performing their patrols and inspections (and all of their other

duties) properly. Our senior QCM is Alejandra Dukes. Background and resumes for Marc and Alejandra are included in section 5 of this proposal, in the subsection "Key Staff."

Reports: Field officers are responsible for documenting their daily observations in formal Daily Activity Reports (DARs). DARs contain detailed information about anything notable at the site, including suspicious activities, potential threats, or hazards in the environment. Damaged fences, loose hand railings, leaking water pipes, or anything else that requires attention are noted in the DARs. Well-written and detailed DARs build communication and trust. These are vital tools in any type of investigation and evaluation. Similarly, when needed, officers also complete Incident Reports and Conditions Reports. The QCM reviews all reports for accuracy and completion. These reports are logged in our electronic guard tour system but we also have officers complete hard copies with the same information. Sample forms follow.

Daily Activity Report

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Patrol Solutions of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.

ATRO

DAILY ACTIVITY REPORT Client: Date: Location: Day Shift Hours: Swing Shift Officer: Grave Shift Post Equipment Received at Start of Shift By signing here you agree to and acknowledge that you have taken your instructed and required breaks during your shift. Signature: PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT Loss (keys) Loss (equipment) Trespassing Complaints Malfunction Usage/Depletion (refil/change) Fire Obstruction Violence Flood Response by Authorities Visitors (unless listed separate) Hazard (identified) Theft PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT DAILY ACTIVITY REPORT (DESCRIBE YOUR ACTIVITIES IN DETAIL) START SHIFT

PROPOSAL Page 64

FIRST 10 MINUTE BREAK

ATRO

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Patrol Solutions of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.

PAGE 2 TIME DAILY ACTIVITY REPORT (DAR) LUNCH BREAK SECOND 10 MINUTE BREAK END OF SHIFT

Incident Report



INCIDENT REPORT						
Client:		Address: Phone Number:		Phone Number:		
Type of Incident:		Place of Incider	nt:			
Date & Time of Incident: Name of Reporting Person	n:	Police/Fire Notified. Yes Client Notified: No supervisor Notified:				
	NAMES OF VICTIMS	S, WITNESSES,	PERSONS	INVOLVED, ETC.		
V - Victim W - Witness	S – Subject					
Name	Contact Number		0	rganization/Address		
			,			
		CODIDTION OF				
		SCRIPTION OF I				
(Example: Brand, Model,	Color, Year, License o	r Serial Number)				
`						
Description of Incident/Inju	ry (WHO – WHAT- WI	NARRATIN HERE – WHEN –				
Reporting Person's Name:	Signature:		Date/Time	of Report: 2016-04-	PAGE 1	OF 2



INCIDENT REPORT

	NARRATIVE (Co	ntinued)		
Description of Incident/Injury (WH	O – WHAT- WHERE – WHEN –	HOW)		
			*	
		Ç.		
			_	
Reporting Person's Name:	Signature:	Date/Time of Report: 2016-04-	PAGE 2	OF 2

Conditions Report



Patrol Solutions

CONDITIONS REPORT

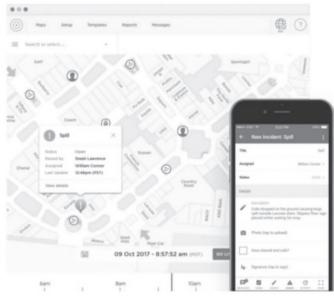
Client Site						Date of Report
Site Address						Time of Observation
The following condition was noted and is brought to your attention for information or corrective action as appropriate:						
Location						
Condition Observ	ved					

C. Quality Control Documentation, Review, and Reporting

GuardTek is a full-service and versatile guard touring solution with real-time tracking of officers that also provides customizable reporting capabilities, communication channels for dispatch functions, and a web

portal for client usage.

Intelligent location and communication tools empower our distributed field teams and give you peace of mind. Continuous tracking through GPS, QR near-field communication (NFC), Bluetooth beacons ensure guards are where they're supposed to be. GuardTek provides clients with proof of work to increase satisfaction. The guard tour function works by including timestamps with the scan points, and we usually require guards to use the application to take a photo as well. This ensures that our security guards are properly doing their tour during their scheduled shift. It is much more difficult, if not impossible, to cheat the system when guards are held accountable with the full functionality of the system. GuardTek allows PS management and clients to see where and when guards are active and what is



getting done, in real-time. The digital guard tour system provides every tour with:

- · Custom tour sequences
- Step-by-step post instructions
- Live tour updates
- GPS mapping/checkpoint verification
- Optional photo and/or written note reporting requirements for increased accountability
- Instant notifications on checkpoint scanning

Clients have access to a web portal where they can review all guard tours at their convenience, or even set up notifications to receive tour reports immediately or at regularly scheduled intervals. You can even use the web portal to view live tour updates in realtime.

GuardTek also supports daily activity reports, incident reports, and other customizable reports as needed. Officers complete these reports on the app, which are stored online and available 24/7 for the client to review as well. Reports include timestamps, photos, text notes, priority levels, and notification settings. This allows the reporting process to be easily consumable and convenient for the client.

We have included screenshots from the end-user's perspective to demonstrate the system functionalities available to the LADWP. Please note that the entire guard tour is not presented here (there are several more checkpoints with photos), but just enough to give you an understanding of how the report appears on screen.

Tour:



TELECARE CORPORATION

TELECARE PATROL TOUR

Location: TELECARE CO	PORPORATION	Officer: Arrend voelker						
Device: Telecare Corp S	Site Phone (2d8da7bf8021	:d05)						
Start Time: 8/3/2022 5:57:12 PM	End Time: 8/3/2022 6:17:02 PM	Actual Duration: 00:20	Max. Tour Duration (hh:mm): 01:00 (+/- 0 min.)					
Comments: Tour was e	ended normally							
Are Missing Tags Justi	fied? No							
Reason for Missing Ta	gs:							
Comment for Missing	Tags:							

Compliance

Activity / Incidents Total: 0

% Compliance





PENERIO CA

Tour details

			4	
Tag Name	Tag S/N	Order	Tag#in	Time
ing isame	108 2114	Read	Tour	illite

Tuesday, March 14, 2023

Tag Name	Tag S/N	Order Read	Tag#in Tour	Time	
Employee LL Entrance	FC4978515B27706	1	3	5:57 PM	37° 47' 25.90" N. 122° 13' 19.13" W
Rear Gates	FC49785151FBA53	2	10	6:02 PM	37° 47' 25.12" N. 122° 13' 20.92" W

Tuesday, March 14, 2023

Tag Name	Tag S/N	Order Read	Tag#in Tour	Time	
Main Bldg.	FC4978515236397	6	8	6:08 PM	37° 47' 26.21" N, 122° 13' 19.17" W
Main Parking Lot	FC49785156E43E0	7	4	6:10 PM	37° 47' 27.91" N. 122° 13' 19.26" W



All of these reports are made available to the client online. Most clients prefer to receive one email per day that contains all of that day's reports. This is mainly so that the person receiving the reports isn't constantly bombarded throughout the day with notifications. However, we can adjust the frequency of these reports based on your preference.

8. NO SUBCONTRACTORS

Patrol Solutions understands that subcontractors are not to be used to perform any of the contracted work. We will **not** enlist the use of subcontractors for this contract.

9. FINANCIAL RESOURCES

Three Most Current Financial Statements (Confidential)

Financial Statements are omitted for confidentiality purposes.

10. LICENSES AND CERTIFICATIONS

PPO License



PATROL SOLUTIONS

LICENSE NUMBER: 119966 LICENSE TYPE: PRIVATE PATROL OPERATOR LICENSE STATUS: CURRENT EXPIRATION DATE: FEBRUARY 28, 2025

SECONDARY STATUS: ADMINISTRATIVE FINE

CITY: CITRUS HEIGHTS STATE: CALIFORNIA COUNTY: SACRAMENTO ZIP: 95610

Upon award of contract, we will provide you with the BSIS guard cards for officers assigned to this contract.

11. INSURANCE AND BONDS

Form PW-13

FORM PW-13

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Patrol Solutions Proposer's Name 14241 Firestone Blvd., Suite 400 | La Mirada, CA 90638 Address М 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. If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. 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.

Form PW-16

FORM PW-16

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Patrol Solutions
Proposer's Name
14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
Address
Proposer will provide a performance bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will procure maintain, and provide the County the performance bond and payment bond, substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon.
Proposer will not provide a performance bond and payment bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will not procure, maintain, and provide the County the performance bond substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual amount each, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon. Checking this box will render your proposal as nonresponsive and will immediately disqualify your firm from further consideration.

12. RECORD KEEPING

Form LW-9

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

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.
1.	TRACKING HOURS WORKED	
1.1.	How does the Proposer track employee hours actually worked?	1.1. We use Trackforce Valiant to track employee hours actually worked.
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?	1.2. Officers report to work at their work location. They clock in using the GuardTek m-Post app at the beginning of their shift.
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?	Employees' shifts begin when they arrive at their work location at the designated start time. They clock in when their shift begins.

1 of 6

FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
repo	REPORTING TIME If does the Proposer know employees actually unted to work and at what time? For example, in sheets, computerized check in, call-in system, ome other method?	 When officers clock in using the GuardTek m-Post app, Patrol Solutions management can be notified in real-time. The app includes GPS functions so management is able to see what time and exactly where the officer is when clocking in.
3.	RECORDS OF ACTUAL TIME WORKED	3.1. There is a master schedule that documents the official start and end times of every employee's actual
3.1.	What records are created to document the beginning and ending times of employee's actual work shifts?	work shift. When employees clock in with GuardTek m-Post, all information is instantly available to management via Trackforce Valiant in real time, including exact time and location. When the clock in/out times are verified, a manager uses the system to generate a payroll detail report. Employees also fill out
3.2.	What records are maintained by the Proposer of actual time worked?	a paper timesheet. 3.2. The Trackforce Valiant system creates a payroll detail report which documents the beginning and
3.3.	Are the records maintained daily or at another interval (indicate the interval)?	ending times of each employee's actual work shifts. The report also includes other related and relevant information to ensure accurate records are documented and archived.
3.4.	Who creates these records (e.g., employee, supervisor, or office staff)?	3.3. The records are maintained daily and in real time. 3.4. The account manager and/or office staff create these records using Trackforce Valiant.
3.5.	Who checks the records, and what are they checking for?	3.5. The account manager checks the electronic records to make sure that clock-in times match employees' designated shift times and their physical timesheets. The system also allows the manager to
3.6.	What happens to these records?	see if the employee actually clocked in and out at the proper time; if not, the manager can edit the document with the actual times to ensure that the employee cannot cheat the system.
3.7.	Are they used as a source document to create Proposer's payroll?	3.6. The records are stored in the Trackforce Valiant system. 3.7. Yes, they are used as a source document for payroll.
3.8.	ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	3.8. We have attached sample payroll detail report. The employee and client names have been redacted.

2 of 6

				Pa	yroll De	etail Re	port By	Locati	on		Start Da	te: 10/1/20)22	End	Date:	19/31/202	22
stom er:	1172-000 001				_	Road			O		ntione 3	Wells	_	Other Tayror		Darrage	
te Tour	Des	Employer Number	Employee	Department	Hours	Rus	Post	Blended	Hours Eate	Hours	Rate	Hours	Bate	Hann	Rate	Type	
	21:15 EMP	2696		CREATER EAST BAY AR.	2.10	E744	\$1700	17:0000		All.							
	21.15 EMP	2095		CREATER EAST BAY AR.	1.10	\$17.60	\$1700	17/0008									
V9022 13:17	21:15 EMP	8122		GREATER BAIT BAT AR.	1.10	\$17.86	\$1700	17 0000		ľ							
	21:15 EMP	8122		CREATER EAST BAY AR.	1.10	\$17.64	\$1730	17 0000			M						
/2022 13:15	21:15 EMP	1122		CREATER EAST BAY AR.	1.10		\$1700	17 90 00		4							
	21:15 EMP	2130		CREATER EAST BAY AR.	1.10	817.84	\$1700	17:0000		1.00							
	21.15 EMP	2131		CREATER EAST BAT AR.	1.10	\$17.84	\$1700	17 0000									
	21.15 EMP	2695		GREATER EAST BAT AR.	2.10	\$17.84	\$1700	17 0000		400		P					
	21:15 · EMP	2695		CREATER EAST BAY AR	110	\$17.60	\$1790	17,6001									
	21:15 - EMP	8122		CREATER EAST BAY AR	1.10	\$17.86	\$1700	170000			-						
	21:15 EMP	8122		CREATER SAIT BAY AR	1.10	\$17.84	\$1730	17 00 08			· · · · · · · ·						
	21:15 - EMP	8122		CREATER EAST SAY AS.	1.10	817.84	\$17.06	17 0000									
440111111111	41.15 EMP	9018		CREATER EAST BAT AR	1.00	\$17.60	\$1721	17.000=									
	21:15 EMP	9018		CREATER EAST BAT AR.	2.00	B17.84 _d	E)720	170000		9							
	-21:15 · EMP	9018		- CREATER EAST BAY AR	110	176	\$1730	17900									
	21:15 - EMP	2096		CREATER EAST BAY AS	110		\$1700	179000									
************	21:15 EMP			CREATER EAST BAY AS		8715	BITTEL	17 0000									
		8122				€57H		17 0000									
	21:15 EMP	8122		GREATER EAST BAT AR		Fig.	\$1738	17 0000									٠.
	21:15 EMP	8122		CREATER EAST BAY AR.	2.10	HIRE	\$17.76										٠.
	21:15 EMP	2938		CREATER EAST BAY AR.	110	B17.84	\$1798	17,0000									١
	21:15 EMP	2131		CREATER EAST BAY AR.	1.00	NO.H.	\$1726	17,000									ļ.,
	21:15 EMP	9618		CREATER EAST BAY AR	110	FER	\$1739	17:0000									Į.,
H22 13.11	21:15 - EMP	9018		CREATER EAST BAY AR	110	11780	\$1798	17 0000									I.,
	21:15 EMP	8122		CREATER EAST BAY AR	119	8774	\$1700	17 0000									Ι.
632 - 13:15	21:15 EMP	8122		CREATER EAST BAY AR.	241	\$17.60	\$1798	17 0000									
122 13:11	21:15 EMP	8122		CREATER EAST BAY AR.	100	812.84	\$1700	17 00 00									Г
	41:15 EMP	2131		CREATER EAST LAY AS	110	B17.84	\$1738	17:0000									
	-21.15 - EMP	2138		CREATER SATTE AT AR	110	\$17.84	\$1700	17 0000									
	41:15 - EMP	9618		CREATER EAST BAT AR	230	817.84	\$1700	17 0000									
	21:15 EMP	9018		CREATER EAST BAT AS	740	817.60	\$1798	17 0000									
	-21:15 EMP	8122		CREATER EAST BAY AR	1.00	\$17.60	\$1700	170000									
			\rightarrow	More				245.00	0.00		300		0.00		0.00		-
ı				Amount				\$4,216.00	\$6.00		\$3.00		50.00		50.00		5-
						Roge	dw		Overtine 1	Oss	rtine 2	Holida	,	Other	╡		_
d				House				245.00	6.00		3.00		0.00		0.00		1
_				Amount				\$4,216.00	\$0.00	<u></u>	93.00		\$0.00		90.00		54
			-	House	$\overline{}$	Hegs	ibr	248.00	Overtice 1 6.00	Own	100 2	History	0.00	Other	0.00		
d				Amoral				\$4,216.00	\$0.00		\$3.00		\$0.00		90.00		54
						Post	dar		Overtice 1	Com	rtine2	Halle		Other	⇉		_
				Hown		2000		248.00	0.00		300	-	0.00	June	n m		,
Total				Anoret				\$4,216,00	50.00		\$3.00		5000		50.00		54

FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4.	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)	
4.1.	If records of actual time worked are not used to create payroll, what is the source document that is used?	4.1. Records of actual time ARE used to create payroll. The manager checks the Trackforce Valiant system with the employees' timesheets to verify actual time worked.
4.2.	Who prepares and who checks the source document?	The account manager prepares and checks the source document.
4.3.	Does the employee sign it?	4.3. The employees sign their physical paper timesheets.
4.4.	Who approves the source document, and what do they compare it with prior to approving it?	4.4. The account manager approves the source document, which is the payroll detail report. It is compared with the paper timesheets. In addition, the electronic guard tracking system (which is also used for clock-in and clock-out) is geofenced so that employees cannot clock in when they are not actually at their work site, and if they walk off the work site they will be automatically clocked out. We also have a 24/7 quality control manager (QCM) program. Every shift, a QCM will make at least one unannounced site visit to verify that the officers are all performing their duties appropriately.
5.	BREAKS	5.1. The electronic guard tracking app also tracks employee meal breaks. Employees also fill out their
5.1.	How does the Proposer know that employees take mandated breaks and meal breaks (periods)?	paper timesheet which includes their breaks, and they sign those physical sheets.
5.2.	Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?	5.2. We save the physical timesheets that employees sign.
5.3.	If so, who prepares, reviews, and approves such documentation?	5.3. The account manager prepares, reviews, and approves this documentation.

3 of 6

FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6.1.	HOW PAYROLL IS PREPARED Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee	6.1. We use the Trackforce Valiant payroll system. It links time on the schedule with the employee pay rates associated with the type of post, type of shift, and anything else that impacts pay. It automatically
6.2.	wages are appropriately paid. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?	calculates overtime rates based on hours worked in the schedule. 6.2. Employees are paid via automated check. There is a direct deposit option as well. In the event that a paycheck has a mistake, a manual check can be issued with the corrected amount.
6.3.	If by check, do they receive a single check for straight time and overtime or are separate payments made?	6.3. Employees receive a single check per pay period with all of their time properly calculated.
	What information is provided on the check (e.g., deductions for taxes, etc.)?	6.4. The check stub provides information about deductions for taxes, social security, benefits, etc.
	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).	6 5. We have attached a sample paycheck stub that shows the deduction categories.

4 of 6

PATROL SOLUTIONS LLC. CALIFORNIA 6060 SUNRISE VISTA SUITE 1500 CITRUS HEIGHTS, CA 95610 VOUCHER DATE

(916) 919-6079

VOUCHER NO. 10688

DEPOSIT

THIS IS NOT A CHECK

Redacted

Deposit Amount Description \$1,202.38 Checking

221118134830 000164000140000003

Employee file#

VOUCHER - NON NEGOTIABLE

Redacted 10688 PATROL SOLUTIONS LLC. Dept# DEFAULT Clock# CALIFORNIA PAT595 CA 6060 SUNRISE VISTA Proiod Ending 11 / 15 / 22 FW= S 0 Period Start 11/1/22 Check Date 11 / 22 / 22 SUITE 1500 5T= S 1 CITRUS HEIGHTS, CA 95610 \$0.00 NET PAY

YID DESCRIPTION EARNINGS DESCRIPTION REGULAR \$1,456.00 TAXES \$253.62 DEDUCTIONS \$1,202.38 YTD DESCRIPTION \$1,456.00 SSEC 56.00 26,000 \$90.27 \$90.27 \$1,456.00 MEDI FWT SWTCA \$21.11 \$101.41 \$24.81 \$16.02 \$21.11 \$101.41 \$24.81 \$16.02 EESDICA REGHRS BLENDED OT HRS 0.00 WEIGHTED AVERAGE OT RATE 56.00 OT HRS 0.00 \$0.000

					Hours			Rate	
CUSTOMER	LOCATION	DATE	TOUR	REGULAR	O.T.	HOLIDAY	REGULAR	O.T.	HOLIDAY
LA-01 Redacted		11/7/22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11/8/22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11/9/22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11 / 10 / 22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11 / 11 / 22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11 / 14 / 22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11 / 15 / 22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000

11/18/2022 1:43:30PM 000164000140000003

FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
	MANUAL PAYROLL SYSTEM 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. 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?	Patrol Solutions uses an automated payroll system.
8.2.	AUTOMATED PAYROLL SYSTEM 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. 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? Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	8.1. The hours worked during the pay period and the wage rates are input into the payroll system, which will calculate the payroll. The payroll system is linked with the scheduling system and beginning the payroll process is as simple as one click. 8.2. It is the manager's responsibility to input the employee's different wage rates into the payroll system's wage matrix for that individual. As long as the information has been inputted accurately, the payroll system will calculate the employee's total wages properly. 8.3. The calculation itself is embedded in the software program. However, the manager needs to input the proper data.

5 of 6

FORM LW-9

QUESTION		RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
	paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the Proposer calculates the day's	9.1. Travel time is paid at the the same rate as the employee's wage, plus the required California mileage stipend. 9.2. The employee is paid at the rate of the first job that the employee is leaving.
	wages for each situation described in the following two examples: 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. 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.	9.3.a. The employee would be paid four hours at the the rate under the County Living Wage contract (three hours for working at the location, plus one hour for travel), and four hours at the different rate. 9.3.b. The employee would be paid eight hours at the County Living Wage rate (three hours for working at the first location, one hour for travel, and four more hours for the second location).
10.1	OVERTIME . How does the Proposer calculate overtime wages? . What if the employee has multiple wage rates?	10.1. Overtime rates will apply to work in excess of 8 hours per day or 40 hours per week; any extended shifts and hours performed at the request of the client; additional personnel or hours requested with less than 72 hours' notice, but only for the first 72 hours. Overtime rate is time and a half. 10.2. Whatever site the employee is working at when they accrue the overtime is the overtime rate they will earn.

6 of 6

13. FORMS LIST

PROPOSER'S DECLARATION FORM

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

<u>DECLARATION:</u> I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN FORMS PW-1 THROUGH PW-10, AND PW-12 THROUGH PW-16, AND FORMS LW-1 THROUGH LW-9 ARE TRUE AND CORRECT.

PRINT NAME: Carl Cunningham TITLE: General Manager

PROPOSER'S NAME: Patrol Solutions

SIGNATURE: Carl Cunningham DATE: 02/27/2023

PW-1: Proposer's Organization Questionnaire/Affidavit

FORM PW-1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME: Patrol Solutions		COUNTY WEBVEN NUMBER: 199883			
В	BUSINESS ADDRESS: 14241 Firestone Blvd., Suite 400 La Mirada, CA 90638				
TE	ELEPHONE NUMBER:		E-MAIL:		
IN.	TERNAL REVENUE SERVICE EMPLOYER ID	ENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:		
1.	Select the option that best defines your firm's business structure: , Corporation	Patrol Solutions, LLC State of Incorporation: Year of Incorporation:	2016 or a Sole Proprietorship: nanaging partner:		
2.	Is your firm doing business under one or more DBA's?		:		
3.	Is your firm wholly/majority owned by, or a subsidiary of another firm?	If yes, indicate name of Name of Parent Firm:	Parent Firm and State of Incorporation.		
4.	Has your firm done business under other names within last five (5) years ?	Name(s):	ge:		

Page 1 of 2

FORM PW-1 (Continued)

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	NONE
	Is your firm involved in any pending acquisition or mergers?	If yes, please provide additional information regarding the pending merger.
	☐ Yes ☑ No	
6		
	List all names and contact information of all individuals legally	Name: Klinton Kehoe
	authorized to commit the Proposer.	Title:CEO
		Email: klintonkehoe@patrolsolutions.com
		Name: Carl Cunningham
7		Title: General Manager
′		Phone: 415-760-8116 Email: carlcunningham@patrolsolutions.com
		Email:
		Name:
		Title:
		Phone:
		Email:

Page 2 of 2

PW-2.1-2.5: Schedule of Prices

Form PW-2. Schedule of Prices is included as Exhibit A.1 to this contract.

(Refer to Exhibit A.1 for Form PW-2, Schedule of Prices for each term of this contract for Group D)

PW-3: Certification of Compliance

FORM PW-3

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance?
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance?
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable)	Board Policy 5.065	Check the Certification below that is applicable to your company. Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of 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 in this document 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.
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5,050	Certifies Compliance? Yes No Willing to provide GAIN/GROW participants access to employee mentoring program?
	,		☐ Yes ☐ No ☐ N/A-program not available
	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? √ Yes □ No
			If No, identify exemption:
7			My business does not meet the definition of "contractor," as defined in the Program.
			☐ My business is a small business as defined in the Program.
			☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? ✓ Yes □ No If No, identify exemption:

PW-4: Contractor's Industrial Safety Record

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR:	County of Los Angeles Department of Public Works Stormwater Maintenance Field Locations
SERVICE BY PROPOSERSec_	curity Services
PROPOSAL DATE: 03/07/23	

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

	2018	2019	2020	2021	2022	Current YTD	Totals
1. Number of contracts.	23	28	34	37	42	44	208
2. Total dollar amount of Contracts (in thousands of dollars).	425,912.29	731,974.71	2,724,276.77	7,554,276.67	8,600,000	1,100,000	21,136,440.44
3. Number of fatalities.	0	0	0	0	0	0	0
Number of lost workday cases.	0	0	1	4	5	3	13
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	0	3	12	15	3	33

PW-5: Request for Preference Consideration

FORM PW-5

REQUEST FOR PREFERENCE CONSIDERATION

<u>INSTRUCTIONS</u>: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.

☐ PREFERENCE NOT REQUESTED

<u>OR</u>

₩ PF	PREFERENCE REQUESTED (SELECT ALL THAT APPLY)				
Prefe	Preference Program Reference				
Ø	Request for Local Small Business Enterprise (LSBE) Program Preference	LACC 2.204			
	☑ Certification for Non-Federally Funded County Solicitations				
	☑ Certification for Federally Funded County Solicitations				
	Request for Social Enterprise (SE) Program Preference	LACC 2.205			
	☐ Certification for Non-Federally Funded County Solicitations				
	☐ Certification for Federally Funded County Solicitations				
	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	LACC 2.211			

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or \$150,000 in response to any county solicitation.



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

Board of Supervisors February 21, 2023

Hilda L. Solis First District

Andrew Tan PATROL SOLUTIONS, LLC 10016 PIONEER BLVD STE 109 SANTA FE SPGS, CA 90670-6218 Vendor #: 199883 Certification Record #: 093178

Holly J. Mitchell Second District

Lindsey P. Horvath Third District

CERTIFICATION LETTER FOR FEDERALLY FUNDED COUNTY SOLICITATIONS

Janice Hahn Fourth District

Dear Andrew Tan,

Kathryn Barger Fifth District

<u>Director</u> Rafael Carbajal

Chief of Staff Joel Ayala

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) on federally funded solicitations from the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your System for Award Management (SAM) registration as a small business. Your certification expires on June 30, 2023

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which are federally funded and subject to federal restrictions and include the "Request for Preference Consideration" form. You must complete the form and provide a copy of this approval letter in your bid/proposal to receive the preference. To view your L.A. County LSBE certification status, visit: camisvr.co.la.ca.us/webven

As a certified LSBE, your company is also eligible for a 15-day prompt payment through the "Countywide Small Business Payment Liaison and Prompt Pay Program." To request your free Prompt Payment Stamp please email the Office of Small Business at OSB@dcba.lacounty.gov or call (323) 881-3964.

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for this certification. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

For questions about this certification or to learn more about resources available to small businesses you can visit us online at DCBA.lacounty.gov, email us at OSB@dcba.lacounty.gov, or call us at (323) 881-3964

Sincerely,

Rafael Carbajal Director

Christian Olmos

Program Chief, Office of Small Business

RC:CO



dcba.lacounty.gov info@dcba.lacounty.gov

320 W. Temple St., RoomG-10, Los Angeles CA, 90012-2706 (213) 974-1452 · (800) 593-8222 · Fax: (213) 687-1137

PW-6: Proposer's Reference List

FORM PW-6

	PROPOSERIO	DEFEDENCE LICT	FORIVI PW-		
		REFERENCE LIST			
PROPOSER NAME:					
PROPOSED CONTRAC	CT FOR: LA County DPW	Stormwater Maintenance Field	Locations (BRC0000374)		
years. Please verify all contact and/or fax numbers, or e-mail a COUNTY OF LO	names, telephone and fax numb addresses will be disregarded. U DS ANGELES AGENCIE	bers, and e-mail addresses before se additional pages if required.	e Proposer during the previous thre e listing. Incorrect names, telephon listed.		
SERVICE: N/A	SERVICE DATES:	SERVICE:	SERVICE DATES:		
DEPT/ DISTRICT:		DEPT/DISTRICT:			
CONTACT:		CONTACT:			
TELEPHONE:		TELEPHONE:			
FAX:		FAX:			
E-MAIL:		E-MAIL:			
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:		
DEPT/ DISTRICT:		DEPT/DISTRICT:			
CONTACT:		CONTACT:			
TELEPHONE:		TELEPHONE:			
FAX:		FAX:	FAX:		
E-MAIL:		E-MAIL:			
B. OTHER GOVER	RNMENTAL AGENCIES	AND PRIVATE COMPAN	IIES		
SERVICE: Security	SERVICE DATES: 09/2020 to present	SERVICE: Security	SERVICE DATES: 01/2021 to present		
AGENCY/ FIRM: Arts District of Los Angeles Bu		AGENCY/ FIRM: Contra Co			
ADDRESS: 1801 E. 7th St.	Los Angeles, CA 90021		Ave. Concord, CA 94520		
CONTACT: Miguel Vargas, E		CONTACT: Norberto Martine	CONTACT: Norberto Martinez, Facilities Maintenance Administrator		
TELEPHONE: 213-880-1332		TELEPHONE: 925-688-814	46		
FAX:		FAX:			
E-MAIL: miguel@artsdistrict	la.org	E-MAIL: facilities@ccwate	er.com		
SERVICE: Security	SERVICE DATES: .	SERVICE: Security	SERVICE DATES:		
	SERVICE DATES: 06/2020 to present ancisco Human Services Agency	, , , , , , , , , , , , , , , , , , ,	SERVICE DATES: 04/2020 to present		
	t. San Francisco, CA 94103	AGENCY/ FIRM: Logix Federal Credit Union ADDRESS: P.O. Box 6759 Burbank, CA 91510			
001/2102	Security Liaison Officer	CONTACT: Tyson Humpherys, Safety Manager			
TELEPHONE: 415-850-6341		TELEPHONE: 818-565-21			
FAX:		FAX:			
E-MAIL: joseph.villatoro@sf	gov.org	E-MAIL: thumpherys@lfc	cu.com		

PW-7: Equal Employment Opportunity Certification

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Propos	er's Name Patrol Solutions		
Addres	s 14241 Firestone Blvd., Suite 400 La Mirada, CA 90638		
Interna	I Revenue Service Employer Identification Number		
that treat sex	ccordance with Los Angeles County Code, Section 4.32.010, the Proposer cert all persons employed by it, its affiliates, subsidiaries, or holding companies ted equally by the firm without regard to or because of race, religion, ancestry, nand in compliance with all antidiscrimination laws of the United States of America fornia.	are ar ational	nd will be l origin, or
1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	M O	YES NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	D .	YES NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	Ø	YES 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.	Ø	YES
	establishinent of goals and timetables.		NO

PW-8: This form is intentionally removed.

PW-9: Proposer's Debarment History and List of Terminated Contracts

FORM PW-9

PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: Patrol Solutions

1. DEBARMENT HISTORY (Check one)	YES	NO			
Proposer is currently debarred by a public entity					
If yes, please provide the name of the public entity:					
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO			
Proposer has contracts that have been terminated in the past three (3) years.		$\overline{}$			
If yes, please list all contracts that have been terminated prior to expiration within the	last three (3) year	s below.			
Name of Service/Contract: Name of Entity/Agency:					
Entity/Agency Address:					
Contact Person and Title: Business Phone:					
Termination Date: Contract Number:					
Reason for Termination:					
Name of Service/Contract: Entity/Agency Address: Name of Entity/Agency:					
Contact Person and Title: Business Phone:					
Termination Date: Contract Number:					
Reason for Termination:					
Name of Service/Contract: Name of Entity/Agency:					
Entity/Agency Address:					
Contact Person and Title: Business Phone:					
Termination Date: Contract Number:					
Reason for Termination:					
TOUR TOUR PROPERTY.					

PW-10: Community Business Enterprise (CBE) Information

Instructions for Completing Form PW-10

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIR	WORGANIZATION INFORMATION
	Using numerical digits, enter the total number of individuals employed by the
Total Number of Employees in California	firm in the state of California.
	Using numerical digits, enter the total number of individuals employed by the
Total Number of Employees (including owners)	firm regardless of location.
	Using numerical digits, enter the make-up of Owners/Partners/Associate
	Partners and percentage of how ownership of the firm is distributed into the
	Race/Ethnic Composition categories listed in the table. Final number must
Race/Ethnic Composition of Firm Table	total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

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 his/her judgment shall be final.

FORM PW-10

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE		REFERENCE						
1 FIRM/ORGANIZATION INFORMATION	purposes on award, contri to race/ethni	on requested below is for statistical y. On final analysis and consideration of actor/vendor will be selected without regard sity, color, religion, sex, national origin, age ation or disability.						
Total Number of Employees in C	alifornia:	170						
Total Number of Employees (incl	uding owners):	170						
Race/Ethnic Composition of Fire following categories:	n. Enter the mak	e-up of Owners/Pa	rtners/Associate Pa	rtners into the				
Parallithnic Composition		Patricris ta Partricra	Percentage of Box centers the Grei is distributed					
	Male	Female	Male	Female				
Black:Atrican American			%	-				
Hispanic/Latino			%	-				
Asian or Pacific Islander			96					
American Indian			%					
THE STATE OF THE S								
Filipino			96					

TITLE		REFERENCE If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lestian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following Check if not applicable					
2 CERTIFICATION AS MI WOMEN, DISADVANTAGE DISABLED VETERAN, AN LESBIAN, GAY, BISEXUA. TRANSGENDER, QUEER QUESTIONING-OWNED (I BUSINESS ENTERPRISE	ED, D L, AND						
Argenicy States	tě mortly	Weireir	Onsansiv primpagnid	(Dürabekir Veterah	ę c etco		

PW-12: Proposer's Pending Litigations and Judgments

FORM PW-12

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Patrol Solutions
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)
 Against Proposer; Principal; Both (check as appropriate) Name of Litigation/Judgment: Case Number: Court of Jurisdiction: Description: Description:
 Court of sursaliction. 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)
 Against □ Proposer; □ Principal; □ Both (check as appropriate)
Name of Litigation/Judgment:
3. Case Number:
4. Court of Jurisdiction:
 Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

PW-13: Proposer's Insurance Compliance and Affirmation

FORM PW-13

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Patrol Solutions Proposer's Name 14241 Firestone Blvd., Suite 400 | La Mirada, CA 90638 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. If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. 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.

PW-14: COVID-19 Vaccination Certification of Compliance This requirement no longer applicable.

PW-15: Statement of Equipment Form

FORM PW-15

AFFIRMATION OF COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: Information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirements of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

Subcontracting is not allowed for the purposes of meeting any of the minimum mandatory requirements, including a Subcontractor in your submitted proposal will render your proposal nonresponsive and disqualify your proposal from further consideration. At the time of proposal submission, Proposer must meet all of the following minimum requirements:

 Proposer must possess a valid and active California-issued private patrol operator license at the time of proposal submission.



Yes. Proposer does have the required valid and active license as specified above. *Please complete the chart below:*

Proposer's Name	Proposer's Name Active Dates (Month/Yr.)		Page No. (Provide page of your proposal detailing this info.)	
Patrol Solutions		119966		

- No. Proposer does not have the required valid and active license as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
- Proposer must have a minimum of 5 years of experience providing security services for private and/or public institutions.
 - ∇

Yes. Proposer does have the required years of experience providing the type of security services solicited as specified above. *Please complete the chart below:*

Proposer's Name	Experience Dates (Mo.//r. to Mo.//r.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Patrol Solutions	From: 2010	Founded in 2010 and providing security	
r atioi colations	To: Present	services ever since, continuously	

No. Proposer does not have the required years of experience providing the type of security services solicited as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

PROPOSAL Page 134

Page 1 of 2

FORM PW-15

(Continued)

3.	Proposer's supervising employee(s) must have a minimum of 3 years of experience supervising	ng
	security operations.	

М	vising the		employee operation				
						_	

Employee's Name	Experience Dates (Mo./Yr. to Mo./Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)		
Klinton Kehoe, CEO	From: 2009	Began career in security in 2009, became CEO and owner of Patrol Solutions in 2016	10		
	To: Present	OLO did owner of 1 dio ocidions in 2010			

- No. Proposer's supervising employee(s) does not have the required years of experience supervising the type of security operations as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
- 4. Proposer must submit a Bid Guarantee of 10 percent of the proposed annual price, as specified in Part I, Section 2.A.15, Bid Guarantee. A separate Bid Guarantee must be submitted for each Service Location Group the Proposer is submitting a proposal for. <u>Subcontractors will not be allowed to fulfill this requirement.</u>

Z	Yes. Proposer submits the required Bid Guarantee(s) as specified above in an amount no
	less than 10 percent of the proposed annual price. Page number of your proposal where the Bid Guarantee(s) is/are included:138

- No. Proposer does not submit the required Bid Guarantee(s) as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
- 5. If awarded a contract, Proposer shall provide a faithful performance bond in an amount no less than 50 percent of the annual contract amount, as specified in Part II, Sample Agreement.

∇	Yes.	If awarded	a contract,	Proposer	agrees	to provide	faithful	performance	bond	annually
	in an	amount no	less than 5	0 percent	of the ar	nual contr	act amo	ount.		

No. Proposer does not agree to provide faithful performance bond annually in an amount
no less than 50 percent of the annual contract amount. Checking this box will render your
proposal popresponsive and will disqualify of your proposal from further consideration

Proposer declares through their signed Declaration Form submitted with their Proposal, under penalty of perjury that the information stated above is true and accurate. 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 sole discretion of the County.

Page 2 of 2

PW-16: Compliance with the Minimum Mandatory Requirements

FORM PW-16

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Patrol Solutions
Proposer's Name
14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
Address
Proposer will provide a performance bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will procure, maintain, and provide the County the performance bond and payment bond, substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon.
Proposer will not provide a performance bond and payment bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will not procure, maintain, and provide the County the performance bond substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual amount each, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon. Checking this box will render your proposal as nonresponsive and will immediately disqualify your firm from further consideration.

14. LIVING WAGE ORDINANCE

Patrol Solutions abides by the Living Wage Ordinance and is **not** applying for exemption.

15. BID GUARANTY

Copy of Bid Bond as submitted for Group D is provided herein for reference.



Bid Bond

CONTRACTOR:

(Name, legal status and address) PATROL SOLUTIONS 8060 Sunrise Vista Critrus Heights, CA 95621

SURETY:

(Name, legal status and principal place of business)

ASCOT INSURANCE COMPANY 55 West 46th Street New York, NY 10036

OWNER:

PROJECT:

(Name, legal status and address) COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS 900 South Fremont Avenue, Alhambra, CA 91803-1331

BOND AMOUNT: Ten Percent of Amount bid (10% of Amount Bid)

(Name, location or address, and Project number, if any) Security Services for Various Public Works Stormwater Maintenance Field Locations (BRC0000374) - Location Group D: Southwest Region

This document has important legal consequences. Consultation with an attorney is encouraged with

respect to its completion or

Any singular reference to

plural where applicable.

Contractor, Surety, Owner or other party shall be considered

modification.

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of March, 2023

PATROL SOLUTIONS (Seal) (Principal) (Witness) (Title) ASCOT INSURANCE reghan to (Surety) (Title)

AIA Document A310™ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	
County ofLos Angele	s
evidence to be the person(eacknowledged to me that h	pefore me, <u>Vanessa Fong, Notary Public</u> , personally <u>or Aston</u> who proved to me on the basis of satisfactory whose name(s) is/are subscribed to the within instrument and e/she/they executed the same in his/her/their authorized capacity(ies), gnature(s) on the instrument the person(s), or the entity upon behalf of 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.
VANESSA FONG Notary Public - California Los Angeles County Commission # 2398052 My Comm. Expires Mar 22, 2026	WITNESS my hand and official seal.
	Signature of Notary Public



Ascot Surety & Casualty Company Ascot Insurance Company 55 W 46th Street, 26th Floor New York, NY 10036

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That Ascot Surety & Casualty Company, and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint

Tracy Aston, Rosa E. Rivas, Samantha Russell, Meghan Hanes, Mary Y. Volmar and Vanessa Fong

of Los Angeles, CA and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writingsobligatory in the nature thereof, issued in the course of its surety business, and to bind the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, ecting in conjunction with the head of the surety business line for the Corporation (each an "Authorized Individual" and, collectively, the "Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature

RESOLVED, that in connection with the Corporation's transaction of surely business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature the

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretolore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute this Power of Attorney on the Companies' behalf, this 23rd day of August, 2022.





ASCOT SURETY & CASUALTY COMPANY ASCOT INSURANCE COMPANY

Matthew Kramer (Chief Executive Officer)

STATE OF NEW JERSEY COUNTY OF MODULESEX as.

On this 3 2 rd day of fluggest before me came the above named Chief Executive Officer of each of Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies. -Kommol

the undersigned Secretary of the Company to be edited to the foreigning excepts of the Ritter to the Resolution and tomers save the editors of the Resolution and

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the AdiPorated Devictions and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or chipsed business and the Power of Attorney or certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be allowed business of the parallel of the parallel or within a point the parallel or within a signature thereof.

IN WITNESS WHEREOF. I have harrunto retrieveled and affixed the sust of the Companies, the

MAP 1 3 2023
ASCOT SURETY & ASCOT INSURANCE COMPANY.
ASCOT INSURANCE COMPANY.

3,2027

All Claims Notices ahould be sent to: Aicot Surely & Casualty Company, 55 W 45th Street, 26th Floor, New York, NY 10036; Attention Band Claim Unit Finnestalk

16. ADDITIONAL INFORMATION

Patrol Solutions has a number of competitive advantages that make us the logical choice as the preferred security provider for the County of Los Angeles. These competitive advantages have been developed over the years and show how the PS team focuses on living up to our mission statement: "Our mission is to provide the best security workforce management services, delivered with excellent customer service, for quality clients."

- ▶ Experienced and Engaged Management Team PS' executive and management team are readily available to provide support to the on-site staff and all of our clients. Our field management team remains engaged with all site activities. You will have direct access to upper management. Our upper management has backgrounds in managing major public utilities operations, and will apply this expertise for the benefit of the County of Los Angeles Department of Public Works. Felix Guerrero, our director of operations, has direct experience serving the DPW security contract in the past, when he worked for another security company, and he is exceptionally familiar with the needs, priorities, and values of the County.
- → Cultural Sensitivity PS is a particularly diverse company, employing people from a range of different backgrounds and cultures. With a corporate focus on hiring a diverse workforce, we've developed a high level of cultural sensitivity.
- → Dispatch Center PS operates a 24/7 dispatch center that supports all field personnel and allows staff to monitor assets in the field (vehicles and employees). The dispatcher is also the central hub for emergencies or special requests.
- ◆ Customer Service Focus We know that customer service is crucial in providing a complete security solution for officers who interact with the general public. PS has developed several programs and training methodologies to enhance the customer service skills for our officers.
- **→ Emergency Response** PS develops emergency plans for all clients. PS has specially-equipped vehicles and trained staff to handle different emergencies. These emergency response plans are designed in accordance with the Incident Command System.

It is our hope that you and your team have developed a favorable opinion about Patrol Solutions, and that we have been able to address how we will develop, implement, and deliver the best possible security program for the County of Los Angeles Department of Public Works Stormwater Maintenance Field Locations.

Thank you for the opportunity to provide your team with this proposal.

The Patrol Solutions Team

Agreement



BY AND BETWEEN

LOS ANGELES COUNTY

PUBLIC WORKS

AND

PATROL SOLUTIONS, LLC

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS GROUP E, NORTHWEST REGION (BRC0000374) 7951

TABLE OF CONTENTS

AGREEMENT FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS GROUP E, NORTHWEST REGION (BRC0000374)

			PAGE
AGREEMENT			1-5
EXHIBIT A Scop	e of W	/ork	A.1-27
EXHIBIT A.1 Sch	edule d	of Prices	1-5
EXHIBIT A.2 Staf	fing Pl	an and Cost Methodology	1-4
EXHIBIT B Serv	rice Co	ontract General Requirements	
Section 1	Interp	pretation of Contract	
	A.	Ambiguities or Discrepancies	B.1
	B.	Definitions	B.1
	C.	Headings	B.3
Section 2	Stand	dard Terms and Conditions Pertaining to Contract Administration	
	A.	Amendments	B.4
	B.	Assignment and Delegation	B.4
	C.	Authorization Warranty	B.5
	D.	Budget Reduction	B.5
	E.	Complaints	B.6
	F.	Compliance with Applicable Laws	B.6
	G.	Compliance with Civil Rights Laws	B.7
	Н.	Confidentiality	B.7
	I.	Conflict of Interest	B.8
	J.	Consideration of Hiring County Employees Targeted for Layoffs or	
		are on a County Re-employment List	B.8
	K.	Consideration of Hiring GAIN and GROW Participants	B.9
	L.	Contractor's Acknowledgment of County's Commitment to Child	
		Support Enforcement	
	M.	Contractor's Charitable Activities Compliance	B.9
	N.	Contractor's Warranty of Adherence to County's Child Support	
		Compliance Program	
	Ο.	County's Quality Assurance Plan	
	Р.	Damage to County Facilities, Buildings, or Grounds	
	Q.	Employment Eligibility Verification	
	R.	Counterparts and Electronic Signatures and Representations	
	S.	Fair Labor Standards	B.11
	Τ.	Force Majeure	
	U.	Governing Laws, Jurisdiction, and Venue	
	V.	Most Favored Public Entity	
	W.	Nondiscrimination and Affirmative Action	B.13
	Χ.	Nonexclusivity	B.14

	Υ.	No Payment for Services Provided Following Expiration/Suspension	
		Termination of Contract	B.14
	Z.	Notice of Delays	B.14
	AA.	Notice of Disputes	B.14
	BB.	Notice to Employees Regarding the Federal Earned Income Credit.	B.15
	CC.	Notices	
	DD.	Publicity	
	EE.	Public Records Act	
	FF.	Record Retention and Inspection/Audit Settlement	
	GG.	Recycled-Content Paper Products	
	HH.	Contractor's Employee Criminal Background Investigation	
	II.	Subcontracting	
	JJ.	Validity	
	KK.	•	
		Waiver	
	LL.	Warranty Against Contingent Fees	
	MM.	Time Off for Voting	
	NN.	Local Small Business Enterprise Utilization	
	00.	Compliance with County's Zero Tolerance Human Trafficking	
	PP.	Method of Payment and Required Information	
	QQ.	Compliance with Fair Chance Employment Hiring Practices	
	RR.	Compliance with the County Policy of Equity	
	SS.	Contractor Independence	B.23
Section 3	Term	ninations/Suspensions	
	Α.	Termination/Suspension for Breach of Warranty to Maintain	
		Compliance with County's Child Support Compliance Program	B.24
	B.	Termination/Suspension for Convenience	B.24
	C.	Termination/Suspension for Default	B.25
	D.	Termination/Suspension for Improper Consideration	B.26
	E.	Termination/Suspension for Insolvency	
	F.	Termination/Suspension for Nonadherence to County Lobbyists	
		Ordinance	B.27
	G.	Termination/Suspension for Nonappropriation of Funds	
Section 4	_	eral Conditions of Contract Work	
	Α.	Authority of Public Works and Inspection	B 28
	В.	Cooperation	
	C.	Cooperation and Collateral Work	B 28
	D.	Equipment, Labor, Supervision, and Materials	
	E.	Gratuitous Work	
	F.	Jobsite Safety	
	G.	Labor	
	Н.	Labor Law Compliance	
	I.	Overtime	
	J.	Permits/Licenses	
	K.	Prohibition Against Use of Child Labor	
	L.	Public Convenience	
	M.	Public Safety	
	N.	Quality of Work	B.30

	Ο.	Quantities of Work	. B.30
	Р.	Safety Requirements	. B.30
	Q.	Storage of Materials and Equipment	B.31
	R.	Transportation	
	S.	Work Area Controls	B.31
	T.	CARD	B.31
Section 5	Inde	emnification and Insurance Requirements	
	A.	Independent Contractor Status	B.32
	B.	Indemnification	
	C.	Workplace Safety Indemnification	B.32
	D.	General Insurance Requirements	. B.33
	E.	Compensation for County Costs	. B.37
	F.	Insurance Coverage Requirements	. B.37
Section 6	Conf	tractor Responsibility and Debarment	
	A.	Responsible Contractor	. B.38
	B.	Chapter 2.202 of the County Code	B.38
	C.	Nonresponsible Contractor	
	D.	Contractor Hearing Board	B.38
	E.	Subcontractors of Contractor	. B.39
	F.	Prohibition of Contract with Suspended, Debarred, Ineligible or	
		Excluded Contractor by Federal or State Government	B.40
Section 7	Com	npliance with County's Jury Service Program	
	A.	Jury Service Program	B.41
	B.	Written Employee Jury Service Policy	
Section 8	Safe	ely Surrendered Baby Law Program	
	A.	Contractor's Acknowledgment of County's Commitment to the Safely	/
		Surrendered Baby Law	
	B.	Notice to Employees Regarding the Safely Surrendered Baby Law	B.43
Section 9	Com	npliance with County's Living Wage Program	
	A.	Living Wage Program	B.44
	B.	Payment of Living Wage Rates	. B.44
	C.	Contractor's Submittal of Certified Monitoring Reports	B.45
	D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll	
		Violations and Claims	
	E.	County Auditing of Contractor Records	.B.46
	F.	Notifications to Employees	. B.46
	G.	Enforcement and Remedies	B.46
	Н.	Use of Full-Time Employees	B.48
	I.	Contractor Retaliation Prohibited	. B.48
	J.	Contractor Standards	. B.49
	K.	Neutrality in Labor Relations	B.49
Section 10	Soci	ial Enterprise Preference Program	
Section 11		ll Small Business Enterprise (SBE) Preference Program	
Section 12		bled Veteran Business Enterprise Preference Program	
Section 13	Com	npliance with County's Defaulted Property Tax Reduction Program	B.53
Section 14		pliance with Employee Retention Policy	

EXHIBIT C	Internal Revenue Service Notice 1015
EXHIBIT D	Safely Surrendered Baby Law Posters
EXHIBIT E	Defaulted Property Tax Reduction Program
EXHIBIT F	Performance Requirements Summary
EXHIBIT G	Security Services Group Locations and Schedules
EXHIBIT H	Contract Discrepancy Report
EXHIBIT I	Notice of Proposed Payment Adjustment
EXHIBIT J	Equipment Inventory, Damage and Loss Liability
EXHIBIT K	Statement of Loss of County Equipment
EXHIBIT L	Bond for Faithful Performance

AGREEMENT FOR

SECURITY SERVICES FOR PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS – GROUP E, NORTHWEST REGION

THIS AGREEMENT, made and entered into this <u>6th</u> day of <u>March</u>, 2024, 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 PATROL SOLUTIONS, LLC, a California Limited Liability Corporation, located at 13314 Mapledale Street, Norwalk, California (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 14, 2023, hereby agrees to provide services as described in this Contract for Security Services for Public Works Stormwater Maintenance Field Locations – Group E, Northwest Region.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices (Forms PW-2.1e through PW-2.5e); Exhibit A.2, Staffing Plan and Cost Methodology; 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, Performance Requirements Summary, Exhibit G, Security Service Group Locations and Schedules; Exhibit H, Notice of Proposed Payment Adjustment; Exhibit I, Contract Discrepancy Report; Exhibit J, Equipment Inventory, Damage, and Loss Liability; Exhibit K, Statement of Loss County Security Equipment; Exhibit L, Bond for Faithful Performance; 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 Forms PW-2.1e through PW-2.5e. The sum for the initial annual term is \$766,797; the sum for the first optional annual term is \$791,443; the sum for the second optional annual term is \$817,128; the sum for the third and final optional annual term is \$843,868; and a month-to-month extension up to 6 months at the PW-2.4e rates for \$421,934, for a total not to exceed maximum potential contract sum of \$3,641,170 for the entire contract period if all optional terms are exercised or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms.

<u>FOURTH</u>: Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term will be for a period of one year commencing upon Board approval. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option will 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. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for CONTRACTOR performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. 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 will 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.

<u>SIXTH</u>: The CONTRACTOR will bill monthly in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates quoted in Schedule of Prices Forms PW-2.1e through 2.5e.

<u>SEVENTH</u>: 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 must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

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

<u>EIGHTH</u>: In no event will 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.

NINTH: 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.

<u>TENTH</u>: The CONTRACTOR must 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 must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>ELEVENTH</u>: No cost-of-living adjustment will be granted for the optional renewal periods.

<u>TWELFTH</u>: 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 L, inclusive, the COUNTY'S provisions shall control and be binding.

<u>THIRTEENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: : A faithful performance bond, substantially in the form attached as the Exhibit L, is required in a sum not less than 50 percent of the total annual Contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the total annual Contract amount may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR must pay all surety premiums, costs, and incidentals required to maintain the surety during the entire contract term, including renewals.

<u>FIFTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

// // //

., || || ||

// // //

// // // //

//

// // // //

// //

// // // //

//

7951

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairwoman 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.



ATTEST:

JEFF LEVINSON Interim Executive Officer of the Board of Supervisors of the County of Los Angeles

By <u>fameto</u>

Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

Deputy

Margaret Ambrose
Type/Print Name

COUNTY OF LOS ANGELES

By Mair. Board of Supervisors

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

21 March 6, 2024

JEFF LEVINSON INTERIM EXECUTIVE OFFICER

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

> JEFF LEVINSON Interim Executive Officer Clerk of the Board of Supervisors

Deputy
PATROL SOLUTIONS, LLC

- // /

Its President

Type/Print Name

By _____ Its Secretary

Type/Print Name

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County ofSacramento	
On December 19, 2023 before	me, Melvin Mario, Notary Public
•	(insert name and title of the officer)
personally appeared Kunton Ketto	DE
who proved to me on the basis of satisfact subscribed to the within instrument and ac his/her/their authorized capacity(ies), and	tory evidence to be the person(s) whose name(s) is/are cknowledged to me that he/she/they executed the same in that by his/her/their signature(s) on the instrument the ch the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY un paragraph is true and correct.	nder the laws of the State of California that the foregoing
WITNESS my hand and official seal.	MELVIN MARIO COMM. # 2360780 BOTTOM POBLE OCALIFORMA SACRAMENTO COUNTY Comm Exp. JULY 6, 2025
Signature 1 UK UK.	(Seal)

SCOPE OF WORK

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP E, NORTHWEST REGION

A. <u>Public Works Contract Manager</u>

Public Works' Contract Manager (CM) for this service will be Ms. Shabnam Hageali of Stormwater Maintenance Division who may be contacted at (626) 300-2306, or snoroozi@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The CM may, at their sole discretion, designate additional Public Works Representatives (PWR) for their respective facilities/locations delegating them the authority to also request work under this Contract. The CM and/or PWRs are the only persons authorized by Public Works to request work from the Contractor. Public Works may change the CMs and/or PWRs at any time. The Contractor will be notified in writing in the event of a change in the CM and/or PWRs.

B. Work Locations

Full details of work locations, hours, and scheduled days of service are as indicated in Exhibit G, Security Services Group Locations and Schedules. Group E locations are as follows:

- 1. Hansen Yard 10179 Glenoaks Blvd. Sun Valley, CA 91352
- 2. Pacoima Dam 15300 N. Pacoima Cyn. Road Pacoima, CA 91331
- 3. Pacoima Dam / Hansen Yard Area Patrols
 Specific patrol routes along the site location will vary
 and will be subject to the discretion of the CM/PWR.

The various Flood Control District Facilities are included in this Contract. Work locations and the number of hours may be modified during the Contract period at the discretion of the CM and/or PWR. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works facilities, County facilities, or job sites. Any such addition or reduction in work will be provided to the County upon request from the CM at an increase or decrease in cost in accordance with the rates quoted in Forms PW-2.1e – PW-2.5e, Schedule of Prices, for the appropriate Contract term.

C. Requests of Work from the Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's decision to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included at the rates quoted by the Contractor in the applicable Schedule of Prices Form (Exhibit A.1), for Group E, unless stated otherwise in the Contract. Contractor shall adhere to any changes made by the CM and/or PWR to service schedules and/or service type, as security service needs may vary, as noted in Exhibit G, Security Services Group Locations and Schedules. For example, the CM may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. Contractor shall bill at the hourly rates shown on the appropriate Schedule of Prices (Forms PW-2.1e - 2.4e), for the given term and level of security services requested by the CM.

The Contractor shall be paid for the total number of hours worked in the previous month for acceptable performance. If performance of a service is unacceptable, the County will not pay the full percentage or may deduct the number of unacceptable service hours, at the sole discretion of the County.

E. Work Description

1. Basic Function

- a. Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned locations; safeguard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.
- b. Contractor shall provide a security vehicle for the performance of patrols as required by the Contract when requested and authorized by Public Works. Vehicle travel costs incurred in the performance of required patrols shall be reimbursed at the County's current employee permittee mileage rate upon approval from the CM and/or PWR, which will be provided to the Contractor upon request. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff personnel.

2. Performance Standards

- a. Security officers shall not eat, read, or use laptop computers, or any handheld personal audio or video electronics, or similar devices at any time while at their assigned posts.
- b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.

- c. Security officers shall be in appropriate uniform attire as outlined in this Exhibit A, Scope of Work, Section J.1, Contractor-Furnished Items. Security officer uniforms shall include black shoes and badges at all times. Uniform hats are not required.
- d. Security officers shall not remove or borrow County materials or equipment, or items owned by employees of the County. This includes heaters, fans, radios, food in employee break room refrigerators, etc.
- e. Security officers shall not leave their assigned post until properly relieved.
- f. Security officers shall not use any County telephones for personal use. Any communication not related to the contracted services is prohibited. Only calls related to the contracted services, such as making or receiving calls to or from their supervisors or County representatives is permitted.
- g. Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees during the security officer's working hours is discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable manner.
- Security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the CM and/or PWR.

3. Knowledge and Skills

- a. Security officers shall be able to write and speak English, prepare clear and concise reports, and remember facts and details concerning specific situations.
- b. Security officers shall have a good knowledge of self-defense and public restraint procedures.
- c. Security officers shall be able to communicate effectively with individuals and the general public.
- d. Security officers shall have good knowledge of their assigned post orders, including recognizing areas requiring enhanced vigilance or more frequent patrolling/surveillance.
- e. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

4. Attendance

- a. Security officers shall be punctual and have regular attendance.
- b. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall notify the on-site CM and/or PWR for the specific facility prior to the scheduled starting time.
- c. In addition, Contractor shall provide a substitute within an hour of the scheduled time.
- d. Security officer(s) shall not relieve the duties of their post for any amount of time before the end of their scheduled shift, without prior notification to, and permission from the CM and/or PWR.

Patrols

- a. Security officers shall conduct vehicular patrols on routes as defined by the CM and/or PWR. Routes or points of emphasis along the designated routes may vary at the discretion of the CM and/or PWR. All patrols, vehicular or on foot shall be varied in time, route, path and frequency so as to avoid the development of predictable routine or pattern.
- b. Security officers on patrol shall log daily tour reports complete with vehicle information, patrol start and end time, notes of any suspicious activity, and mileage incurred during the patrol. The County reserves the right to request odometer readings for any potential discrepancy in mileage reimbursement claims.
- c. All duty officers on patrol shall have a functioning mobile phone and shall maintain it charged and operational and on their person at all times with the number provided to the CM/PWR should they need to make any emergency calls. Additionally, each duty guard shall be equipped with a two-way radio on their person at all times in the event that cell service is out of range or inoperable for any reason. Any instance of the security officer's non-responsiveness during his/her scheduled patrol may constitute contractor nonperformance and incur penalties in accordance with this Exhibit A, Scope of Work, Section V, Liquidated Damages or Exhibit F, Performance Requirements Summary, at the discretion of the CM and/or PWR.

6. Reports and Logs

a. Security officers shall maintain daily security log sheets which shall be archived and made available each day to the CM and/or PWR, upon request, conduct vehicular patrols on routes as defined by the CM and/or PWR. Logs may be requested to be submitted via email

- daily or weekly at the discretion of the CM or PWR for any given location.
- b. Security daily log sheets shall include, but are not limited to, name of officer on-duty, times for the beginning and the end of the daily shift, times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.
- c. Security officers shall log the description and plate number of vehicles that may be considered suspicious regardless if they do or do not have any apparent destination within the facilities; all off-hours activity shall be logged.
- d. Security officers shall report immediately (to the facility's on-site Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Contract Manager, within 2 hours after the start of the next County workday, a detailed, narrative report of any incidents concerning the events outlined above.

7. Supervisor's Inspection

- a. Contractor shall provide sufficient supervisory staff on each shift to ensure that each post assignment is inspected at least once each shift. Furthermore, the Contractor or its designated representative shall meet, at a minimum, on a monthly basis with the facility's on-site Contract Manager.
- b. The Contractor's supervisor shall attempt to resolve all routine questions concerning the post assignments. Where unresolved questions arise, the supervisor shall contact the CM and/or PWR for direction. In the event of an emergency, the supervisor shall be notified immediately by the security officer on-duty.

8. Inquiries and Complaints

a. The Contractor shall maintain and operate an active telephone line at an office within the County of Los Angeles and operated by a responsible person(s) who will take the necessary action regarding all inquiries and/or complaints that may arise from security officers, the public, or County personnel. This person(s) shall be available during patrol service hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage. b. The Contractor's office staff shall maintain an updated written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. This recorded log of complaints shall be made available for review and inspection by the CM and/or PWR upon request.

F. Responsibilities of the Contractor

- 1. Contractor shall not use any Subcontractor(s) in the performance of this Contract.
- 2. Contractor shall possess and maintain a valid and active California-issued private patrol operator license throughout the duration of the Contract.
- Contractor shall have a minimum of 5 years of experience providing security services to private or public institutions performing the type of services detailed in this Exhibit A, Scope of Work.
- 4. Contractor's supervising employee shall have a minimum of 3 years of experience supervising security operations similar to those detailed in this Exhibit A, Scope of Work.
- 5. Contractor shall provide an annual performance bond in the amount not less than 50 percent of the total annual Contract term amount for all Contract terms including optional years, if exercised.
- 6. Contractor shall adhere to any requests for changes in service schedules and service type, as the needs of the County may vary. Contractor shall provide security officer(s) at the level and rate requested at the discretion of the CM and/or PWR.
- 7. Where applicable, Contractor shall ensure patrol rounds are made with the use of a Detex wand per frequency requested by the CM and/or PWR for each shift. In the event the wand is inoperable, tours shall be done manually, reported and logged.
- 8. Where applicable, Contractor shall ensure GPS tracking is operational and guards have provided real-time access to the CM/PWR or on-site designee each shift. In the event the GPS tracking is inoperable, tours shall be done manually, reported and logged. Additionally, the hourly rate billed for shifts requiring GPS tracking will be billed at the rate for non-GPS enabled security officer until the GPS tracking is enabled and accessible.
- 9. General Responsibilities shall include the following:
 - a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.

- b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall fluently speak and write the English language.
- c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
- d. Security officers shall be over the age of 18.
- e. Security officers shall have a working knowledge of pertinent Penal Code Sections, i.e., powers of arrest, etc.
- f. Security officers shall be registered and be certified by the State of California, Bureau of Security and Investigative Services (BSIS.) and shall fulfill any other State or local license requirements. Security officers shall possess:
 - 1) California Guard Registration Card
 - 2) Valid and active California Class "C" Driver's License
 - 3) Valid and active Social Security Card
 - 4) Selective Service Card or military discharge papers (DD214, if a Veteran)
 - 5) California Firearms Qualification Cards (for armed security officers)
 - 6) Bureau of Security and Investigative Services impact weapon (baton) training
 - 7) Security officers shall complete drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last 10 years
 - 8) Security officers shall possess a valid Red Cross or American Heart Association Certification in First Aid
 - 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR)
 - 10) Security officers shall be certified to use an Automated External Defibrillator (AED)

- g. Security officers shall be in good physical condition and able to carry out the requirements of the job.
- h. The Contractor shall provide a resume to the CM and/or PWR for each security officer identified to be employed under this Contract. Resume requirements are outlined in this Exhibit A, Scope of Work, Section O.6, Security Personnel Background and Experience.
- i. All security officers performing work shall meet the above standards and the Contractor shall provide a written certification to the CM and/or PWR, at least one working day prior to assignment of a security officer for Public Works facility.
- j. No security officer shall be assigned to a shift before receiving at least four hours on-site training (paid by the Contractor at least the living wage rate, as required by and in accordance with Los Angeles County Code Section 2.201.040) from the Contractor's supervisory employee.
- k. All full-time (more than 35 hours per week) security officers assigned to this Contract shall limit outside employment to no more than 24 hours per week.
- I. At the request of the CM and/or PWR, the Contractor shall remove from work, any security officer who fails to meet the aforementioned requirements and any other obligations/regulations described herein. The Contractor shall immediately replace any security officer removed or unavailable, in order to continue the required service levels.

10. Additional Obligations

- a. The Contractor certifies that officers assigned to work at Public Works facilities, that those persons are in sound physical and emotional health necessary to perform the duties required of their post.
- b. Public Works locations and/or patrol areas in use by the Contractor shall be subject to inspection and shall be accessible to Public Works personnel or other public entities responsible for the inspection of other County and public facilities.at any and all times, if requested.
- c. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The Contractor may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss and/or damages, other than normal wear and tear, of said equipment.

- d. The Contractor shall be responsible for and provide security of all supplies and equipment under the Contractor's control or use during the course of this Contract.
- e. The Contractor may be required to provide minor short-term investigative surveillance services. The Contractor shall be responsible to hold all required State of California licenses and/or certifications to provide such services and be paid at the Contractor's armed Sergeant hourly rate indicated in Forms PW-2.1e 2.4e, Schedule of Prices, unless otherwise agreed upon.
- f. Upon Public Works' written request, the Contractor may be required to provide the services of one or more armed or unarmed Lieutenant or Security Directors, as defined in this Exhibit A, Scope of Work, Section H.2, Contract Administration, Role of Contractor's Staff. The Contractor's compensation for Lieutenant shall be at the hourly rate indicated on the Schedule of Prices Form for the given term (Exhibit A.1).

11. Security Regulations

- a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the work location. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary disturbance at any work location and shall be subject to all rules and regulations which govern that location.
- b. All weapons shall be in the custody of the security officer at all times.
- c. The Contractor shall immediately report to the facility's on-site Contract Manager for any accidents and/or loss of equipment, supplies, etc.
- d. The Contractor shall provide the CM and/or PWR with an updated staffing plan, with a complete list of employees who can be assigned to perform Contract work. The plan shall include all required permits and licenses, age, address, classification, date of birth, driver's license number, and length of service with Contractor. Whenever personnel changes on this Contract are made, Contractor shall supply an updated staffing plan.
- e. Where applicable, keys and other items issued by the County to the Contractor's employees shall be picked up at the beginning of each shift and returned to the facility's designated on-site staff at the end of each shift, or as directed by the CM and/or PWR.

- f. Public Works will not pay overtime to Contractor's employees required to work a 4/40 work week, if any. If a 4/40 work schedule is to be implemented, the Contractor shall be responsible for obtaining all necessary labor approvals from its employees in accordance with all applicable labor law codes and legal requirements for the work to be performed under this Contract.
- g. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct which may be considered unsuitable are:
 - 1) Vacating assigned post without authorization.
 - 2) Leaning against walls, doors, etc.
 - 3) Idle talk with other security personnel, County employees, or visitors.
 - 4) Reading newspapers, magazines, or other nonwork-related materials.
 - 5) Listening to radios, TVs, or CD players, or any other electronic devices.
 - 6) Wearing of headphones
 - 7) Rude or imprudent conduct or actions directed to, or in the presence of County employees and/or visitors.
 - 8) Using cellular phones for personal business.
 - 9) Playing handheld computer devices, i.e., iPod, iPad, tablets, etc.

12. Emergency Conditions/Work Action

In the event of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the facility's on-site Contract Manager. The Contractor and its employees shall cross picket lines and provide contracted services during any work action or strike.

G. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the CM and/or PWR on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

- It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
- 2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available upon request by the County during the term of this Contract.
- 4. Updated information for all Contractor's staff including but not limited to completed training, certifications, permits, licenses, etc. This information shall be made available upon request by the County during the term of this Contract.
- 5. The methods for continuing assured service to the County in the event of a strike of the Contractor's employees.

H. Contract Administration

1. Role of County Staff: Contract Manager

Contractor shall perform security services as directed by and to the satisfaction of the CM. As stated in Section A of this Exhibit A, Scope of Work, CM may designate other Public Works Representatives (PWR) for their respective facilities for activities related to the services under this Contract. PWR will be made available to the Contractor to answer questions and provide the necessary liaison between the Contractor and Public Works. In the case of disputes arising from the quality of work performed, the opinion of the CM shall prevail.

2. Role of Contractor's Staff: Security Director and/or Account Manager

The Contractor shall assign an Account Manager and/or Executive who will operate in the capacity of Security Director for this Public Works' Contract account. The Director of Security shall function as the liaison between the Contractor and the CM and/or PWR and shall be responsible at all times for the supervision of all of the Contractor's personnel. The Security Director shall meet with the CM and/or PWR prior to the commencement of this Contract to coordinate for the performance of security services as required for each specific location. Additionally, the Contractor's Security Director shall ensure the following:

a. Provide a telephone number(s) where he/she (or designated alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.

- b. Provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- d. Provide adequate and competent staff to fulfill all duties required by this Contract as detailed in Section O, Specific Tasks, of this Exhibit A, Scope of Work. No changes in key personnel shall be made subsequent to the award of this Contract without prior knowledge and approval of the County.
- e. Have a minimum of 5 years of experience in the management and operation of security services.
- f. The Security Director and any security personnel employed thereunder (sergeant, lieutenants, officers, etc.) shall be able to read, write, speak, and understand the English language.

I. County-Furnished Items

- 1. Public Works will furnish, without cost, to the Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:
 - a. The County will provide facilities with telephone service for the Contractor's use. The Contractor shall be prohibited from using County facilities for conducting other business interests which are not related to, or required for, County security services. The Contractor's telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the CM and/or PWR on a monthly basis to determine if the Contractor's phone usage is excessive or unreasonable.
 - b. The Radio-telephone Operations Manual provided by the County will provide security officers with information on the proper use of hand-held radios, which may be used.
 - c. The County may provide radios for the Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
- 2. Prior to the start of the Contract, the Contractor and the CM and/or PWR shall prepare an Equipment Inventory, Damage, and Loss Liability form, if applicable (see Exhibit J) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by the Contractor and CM and/or PWR,

and if the equipment is found to be defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (see Exhibit H) will be issued by the CM and/or PWR. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.

- 3. The Contractor shall not make any alterations to the equipment or facilities unless written permission from the CM and/or PWR is granted.
- 4. All equipment provided shall, at all times, be kept clean, well prepared, and up to Contract performance standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

J. <u>Contractor-Furnished Items</u>

- 1. The County will not furnish uniforms. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
 - a. Trousers/skirt
 - b. Shirt/blouse
 - c. Belt, shoes, and socks solid black
 - d. Shoulder patches
- 2. The Contractor shall provide its own badges and shoulder patches, which shall be in full compliance with all legal requirements.
- 3. The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items, such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no additional expense to Public Works. All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by Contractor at no additional expense to Public Works.
- 4. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.
- 5. The items outlined below will not be furnished, maintained, or paid for by the County. Armed and unarmed security officers shall be equipped with the following items:

- Sam/Sally Browne belt (gun belt);
- b. Handcuff case:
- c. Set of handcuffs, plus female key;
- d. Four (4) keepers;
- e. Key snap;
- f. One heavy-duty, three or five cell flashlights, with batteries;
- g. Radio with holder/pouch;
- h. Name tag and Badge, to be worn on uniform at all times;
- Side-handle Baton with Baton ring or collapsible Side-handle Baton with Baton ring. Handler, 12" or ASP (12" or 26") expandable straight stick;
- j. Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in a holster);
- k. Holster (armed security officers only);
- I. Smith & Wesson, Colt, Ruger four-inch barrel, blue or stainless steel finish, double action, with a firing pin block .38 caliber revolver or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and a half-inch barrel, blue or stainless steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position; or Glock 17 or 19 in 9mm caliber (armed security officers only);
 - The semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on. These firearms have been approved by the County of Los Angeles Sheriff's Department (LASD) as meeting their testing requirements for safety, performance, quality, and training procedures.
- m. Ammunition pouch (armed security officers only);
 - Ammunition pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semi-jacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon, 9mm jacketed or semi-jacketed hollow point only.
- n. Rain gear (as necessary);
- Jacket (as necessary);
- p. Patrol vehicles (as necessary).

K. Weapons List

The Contractor shall provide the CM and/or PWR with the make and serial number of each security officer's weapon. The list shall be provided prior to a security officer being assigned to a Public Works facility.

L. Identification Badges

The Contractor shall issue its employees a photo-identification badge. It is mandatory that each of Contractor's employees wear their identification badge while working at County locations. The location on the uniform where the identification badge shall be worn will be approved by Public Works.

M. Special Safety Requirements

All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works' jobsites.

N. 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 suspension of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

O. Specific Tasks

The tasks outlined below are specific but may vary from facility to facility. Contractor shall prepare a work plan in concert with the facility's on-site Contract Manager, including a security officer's Beat Instruction Book, which shall include tasks for all Contractor personnel, including supervisors and the Contract Director. A copy of the work plan for each facility shall be submitted to the facility's on-site Contract Manager within 30 days of the start of this Contract. The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, location of any safes, special instructions concerning the particular assignment, etc. Contractor shall update the Beat Instruction Books at least once a year or more often, if necessary. The security officer's performance on assignment shall conform to the written instructions in the post orders.

1. Security Officer's Tasks

The following is a list that includes, but is not limited to, tasks that are expected of a security officer. The security officer shall:

- a. Report to work on time.
- b. Not be relieved of the duties of their post before their scheduled shift, unless otherwise approved by the CM and/or PWR.
- c. Be courteous and professional.
- d. Maintain good personal and uniform appearance.
- e. Monitor parking, as directed.
- f. Intervene to terminate injurious acts.
- g. Patrol an area or facility as directed by the CM and/or PWR, for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- h. Conduct searches of individuals for weapons, if necessary.
- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action, if necessary.
- j. Answer questions of visitors regarding geographic locations, services, and functions.
- k. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- I. Detect and prevent the introduction of prohibited or unpermitted contraband to a facility.
- m. Punch a time clock at assigned station, as directed.
- n. Open/close and lock/unlock doors and gates, as directed.
- o. Reduce and/or turn off facility lighting and close window coverings, as required.
- p. Verify the security of safes and other areas where equipment or materials of value are stored.
- q. Raise and lower flags.
- r. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- s. Respond to reports of ill or injured patrons, visitors, or employees; render first aid and cardiopulmonary resuscitation; and notify supervisor if further assistance is considered necessary or desirable.
- t. Immediately relay reports of bomb threats to the facility's on-site Contract Manager.

- u. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.
- v. Report malfunctioning equipment, liquid spills, and other such matters to the facility's on-site Contract Manager.
- w. Monitor alarm systems and electronic surveillance equipment.
- x. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate the situation encountered, and take prescribed action.
- y. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses, and suspects to ascertain or verify facts.
- z. Pursue and apprehend persons suspected of damaging County property and/or injuring County employees or visitors to Public Works facilities, if necessary.
- aa. Detain suspects pending transportation and booking by local law enforcement agency, if necessary.
- bb. Operate a bicycle, motor cart, or automobile, where directed.
- cc. Have knowledge in the care and use of an impact weapon (baton).
- dd. Have knowledge of self-defense and restraint procedures.
- ee. Communicate effectively with individuals and the general public.
- ff. React quickly, take command of an emergency situation.
- gg. Use good judgment and discretion in handling the unruly or trespassing public.
- hh. Remember facts and details concerning specific situations.
- ii. Alert CM and/or PWRs of any suspicious activity observed during shift hours and provide recommendation for possible pre-emptive action.
- jj. Maintain complete reports and logs and provide such documents in a timely manner, when requested by the CM and/or PWR. Such documents include but are not limited to nonemployee injury reports, detailed incident reports, timesheet logs, etc.
- kk. Provide escort services, within 5 minutes of the request or as required.
- II. Assist other security officers.

- mm. Hold over at the facility until properly relieved.
- nn. Take primary photographs as required.
- oo. Activate fire or other emergency procedures as required.
- pp. Call and notify law enforcement authorities, fire department, paramedics, etc., as required.

2. Security Director/Account Manager (Executive) Tasks

The following is a list that includes, but is not limited to, those tasks that are expected of Contractor's supervisor. The supervisor shall:

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper methods and explain conditions under which deviations are permissible.
- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal and uniform appearance.
- j. Update and explain post procedures.
- k. Have working knowledge of radio procedures.
- I. Conduct investigations.
- m. Complete all necessary reports specified in this Contract.
- n. Review subordinates' reports.

3. Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

a. Maintain the Quality Control Plan

- b. Report to and meet with the facility's on-site Contract Manager, as required.
- c. Respond to Contract Discrepancy Reports.
- d. Establish policy and procedures with regard to each respective post location, with the advice and consent of the facility's on-site Contract Manager.
- e. Ensure sufficient availability of security officers to cover Public Works' requirements.

4. Regulations and Forms

- a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.
- b. The following is a list of Exhibits (F through L) applicable to the security Statement of Work:
 - Exhibit F Performance Requirements Summary
 - Exhibit G Security Services Group Locations and Schedules
 - Exhibit H Contract Discrepancy Report
 - Exhibit I Notice of Proposed Payment Adjustment
 - Exhibit J Equipment Inventory, Damage, and Loss Liability
 - Exhibit K Statement of Loss of County Security Equipment
 - Exhibit L Bond for Faithful Performance

5. Performance Requirements Summary

Performance Requirements Summary (Exhibit F) lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

a. Quality Assurance

The Contractor's performance will be compared to the Contract standards for acceptable levels of service in accordance with all applicable terms and conditions of this Contract including all performance indicators detailed in Exhibit F, Performance Requirements Summary.

The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

- 1) Random sampling
- 2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance
- 3) Customer complaints
- b. Unacceptable Performance

For unsatisfactory services surveyed by sampling, the Contractor shall be required to immediately correct issues found by the County to be unacceptable.

c. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when discrepancies found by the CM and/or PWR upon surveillance do not violate the standards for acceptable performance as indicated in this Contract.

When the CM and/or PWR determines the performance is unacceptable, a Contract Discrepancy Report will be issued to the Contractor which will explain, in writing, the unacceptable performance. The Contractor shall complete the report by outlining how performance will be returned to acceptable levels and how recurrence of the problem shall be prevented in the future. The CM and/or PWR will evaluate Contractor's explanation and determine, if full payment or partial payment is applicable and inform the Contractor. The County may alternatively enforce any applicable remedies as detailed in this Exhibit A, Scope of Work, Section V, Liquidated Damages.

6. Security Personnel Background and Experience

All security officers and security supervisors providing services under this Contract shall comply with background investigations and training requirements to the satisfaction of the County notwithstanding the following:

- a. Contractor shall provide documentation of all completed background investigations and required training for all security personnel upon request from the CM and/or PWR. If such documentation is not provided as required, this Contract may be subject to suspension or termination. The County reserves the final decision as to the suitability of security officers and supervisors who will be assigned to perform work on this Contract.
- b. Given the potentially sensitive nature of the work to be performed, and the materials, equipment, and weapons that are involved, Contractor shall perform background investigations prior to employment and assignment to any work under this Contract. Public Works reserves the right to request these and additional background investigations for any and all Contractor personnel at any time during employment of said personnel.
- c. In any event of non-approval of any of the Contractor's security personnel or staff, all disqualifying information is to be kept confidential and is not reviewable by the Contractor.
- d. The Contractor's personnel may be required to pass the County's background investigation for Contract security officers and shall be fingerprinted and/or interviewed at Los Angeles Sheriff's Department (LASD) facility prior to being approved for employment on this Contract. Public Works, in its sole discretion, reserves the right to initiate the LASD investigation process for any and all of the Contractor's personnel, as necessary.
- e. Contractor shall be responsible for reimbursement or direct payment to the LASD for any and all expenses associated with performing each background investigation.
- f. The background investigation process, requirements, guidelines and provisions expressed herein are subject to change at any time at the sole discretion of the County.
- g. Contractor's security personnel and staff who have been involved in any of the following may <u>not</u> be accepted, consistent with applicable law:
 - 1) Any felony conviction
 - 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions
 - Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse

- 4) Conduct that would preclude the Contractor from receiving a bond
- 5) Any pattern of irresponsible behavior, including, but not limited to, unsatisfactory driving or employment record, or any pattern of recent or habitual drug use
- h. The Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:
 - 1) General Information The candidate's name, age, current address, security officer's classification, social security number, and date of birth.
 - 2) Employment History A chronological list of all jobs held by candidate and any period of unemployment during the last 10 years, highlighting security experience.
 - 3) Military Record All military experience (regular or reserve) shall be documented, if applicable. Contractor shall provide a copy of candidate's Selective Service Card or military discharge papers (DD214). If the candidate does not possess a Selective Service Card or military discharge papers, explain why the documents are unavailable.
 - 4) Criminal Record Any criminal record of the candidate shall be fully disclosed.
- i. Security Director (Account Manager/Executive) Equivalent of 5 years' paid experience managing security service operations.
- j. Lieutenant (Account Supervisor/Watch Commander) Equivalent of 2 years' security supervisory experience.
- k. Sergeants (Site Supervisor) Equivalent of 3 years' paid armed security experience and 1 years' security supervisory experience.
- I. Armed Security Officers Equivalent of 3 years' paid armed security experience.
- m. Unarmed Security Officers Equivalent of 2 years' paid security experience.
- n. All security officers and supervisors shall possess the following, unless otherwise noted:
 - 1) Active and valid State of California Guard Registration Card

- 2) Active and valid State of California Weapons Permit (unless unarmed)
- 3) Impact weapon (baton) training certification as approved by BSIS
- 4) Active and valid First Aid Certificate or EMS Certificate
- 5) Active and valid Cardiopulmonary Resuscitation Certificate
- 6) Active and valid Automated External Defibrillator Certificate
- 7) Active and valid California Class "C" Driver's License

The Contractor personnel assigned to this Contract shall not allow their cards, permits, certifications, and/or licenses to expire. The Contractor shall maintain its private patrol operator license and its employees' valid California issued Security Guard Registration Cards during this Contract's term.

o. The Contractor shall not assign employees under the age of 18 to perform work under this Contract.

P. Invoices

- 1. The Contractor shall submit monthly invoices, electronically in a Portable Document Format (PDF), for work performed during the preceding month. Invoices must be received by Public Works in a timely manner.
- 2. The Contractor's hourly rates as identified in the Schedule of Prices Forms PW-2.1e 2.4e, for the given term, shall include the performance of all tasks described in this Contract's Exhibit A, Scope of Work.
- 3. The Contractor shall submit with their monthly invoices, all the security personnel hourly log sheets to corroborate the invoices.
- 4. The County may withhold payment of invoices until any requested information or documents are received and/or issues of contention are resolved to the satisfaction of Public Works.

Q. Utilities

The County will not provide utilities.

R. Storage Facilities

The County may provide storage facilities for the Contractor, as directed by the CM and/or PWR.

S. Removal of Debris

Any 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.

In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the CM and/or PWR. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Exhibit A, 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.

T. Responsibilities of Public Works

The County, at its sole discretion, will determine the need for, and provide its own jobsite inspection.

U. Gratuities

- 1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
- 2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

V. <u>Liquidated Damages</u>

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

3. The Contractor shall pay the County, or the County may withhold and/or deduct from monies due to the Contractor, liquidated damages in the sum indicated in Exhibit F, Performance Requirements Summary, each time the Contractor fails to satisfy the performance standards.

a. Contractor Payment

Contractor will be paid for the total number of hours of acceptable performance worked in the previous month. If in the opinion of the CM and/or PWR, the Contractor's performance of their post orders or duties are unacceptable, the County may withhold payment of invoices or deduct a percentage or the number of hours of unacceptable service.

b. Adjustment for Deviation

The Performance Requirements Summary (Exhibit F) contains a column entitled "Deductions for Failure to Meet Performance Indicator". Invoices may be assessed deductions in accordance with this Exhibit for instances of nonperformance as detailed therein. Said deduction(s) shall be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

c. Notice of Adjustments

The County will give the Contractor written notice (Exhibit I) of any adjustments pursuant to this section. Contractor shall respond to the notice within five calendar days of receipt thereof. If there is no response from the Contractor within this five-day period, it denotes Contractor's agreement with adjustments.

W. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in

federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: https://www.sam.gov/portal/SAM/.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

FORM PW-2.1e (Northwest) Initial Term

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP E: NORTHWEST REGION (BRC0000374)

Northwest Locations: Hansen Yard, Pacoima Dam and Area Patrols

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.1e (Northwest), for Term 1 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1e-2.4e, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	<u>\$39.17 /hr.</u>	5,576	\$ <u>218,411.92</u>
2.	Security Officer (Unarmed)	\$36.47 /hr.	9,820	\$_358,135.40
3.	Security Supervisor (Armed)	\$39.89 /hr.	500	\$_19,945.00
4.	Security Manager (Armed)	\$40.61 /hr.	500	\$_20,305.00
	TOTAL	\$ 616,797.32		

Schedule of Prices Forms PW-2.1e through 2.5e are revised to correct calculation errors present in the sums of the originally submitted Forms PW-2.1E through 2.5E in accordance with the Proposal Prices and Agreement of Figures language in the RFP document. No change to the originally submitted Unit Rates was made.

FORM PW-2.2e (Northwest) Option Term 1

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP E: NORTHWEST REGION (BRC0000374)

Northwest Locations: Hansen Yard, Pacoima Dam and Area Patrols

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.2e (Northwest), for Term 2 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1e-2.4e, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE (Unit Rate)	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	\$40.73 /hr.	5,576	\$_227,110.48
2.	Security Officer (Unarmed)	\$37.93 /hr.	9,820	\$_372,472.60
3.	Security Supervisor (Armed)	\$41.48 /hr.	500	\$_20,740.00
4.	Security Manager (Armed)	<u>\$42.24 /hr.</u>	500	\$_21,120.00
	TOTAL	\$ 641,443.08		

Schedule of Prices Forms PW-2.1e through 2.5e are revised to correct calculation errors present in the sums of the originally submitted Forms PW-2.1E through 2.5E in accordance with the Proposal Prices and Agreement of Figures language in the RFP document. No change to the originally submitted Unit Rates was made.

FORM PW-2.3e (Northwest) Option Term 2

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP E: NORTHWEST REGION (BRC0000374)

Northwest Locations: Hansen Yard, Pacoima Dam and Area Patrols

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.3e (Northwest), for Term 3 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1e-2.4e, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE (Unit Rate)	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	\$42.36 /hr.	5,576	\$_236,199.36
2.	Security Officer (Unarmed)	<u>\$39.45 /hr.</u>	9,820	\$_387,399.00
3.	Security Supervisor (Armed)	<u>\$43.14 /hr.</u>	500	\$_21,570.00
4.	Security Manager (Armed)	\$43.92 /hr.	500	\$_21,960.00
	TOTAL	\$ 667,128.36		

FORM PW-2.4e (Northwest) Option Term 3

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP E: NORTHWEST REGION (BRC0000374)

Northwest Locations: Hansen Yard, Pacoima Dam and Area Patrols

As shown on Exhibit G

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price calculated herein should be reflected the on Proposer's submitted Form LW-8.4e (Northwest), for Term 4 of 4.

The quoted hourly rates shall be the Contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc. Vehicle mileage incurred for required patrols at a work site in the performance of the Contract, will be reimbursed at the County's current employee permittee mileage rate upon approval from the Contract Manager. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff person.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1e-2.4e, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. The hourly rate listed for armed or unarmed security officer or for supervisor or manager level (if requested) as shown in the description below, will be the applicable rate.

ITEM	DESCRIPTION	HOURLY RATE (Unit Rate)	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	\$44.06 /hr.	5,576	\$ <u>245,678.56</u>
2.	Security Officer (Unarmed)	\$41.03 /hr.	9,820	\$_402,914.60
3.	Security Supervisor (Armed)	\$44.87 /hr.	500	\$_22,435.00
4.	Security Manager (Armed)	\$45.68 /hr.	500	\$_22,840.00
	TOTAL	\$ 693,868.16		

Schedule of Prices Forms PW-2.1e through 2.5e are revised to correct calculation errors present in the sums of the originally submitted Forms PW-2.1E through 2.5E in accordance with the Proposal Prices and Agreement of Figures language in the RFP document. No change to the originally submitted Unit Rates was made.

SCHEDULE OF PRICES SUMMARY SHEET FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS - GROUP E: NORTHWEST REGION (BRC0000374)

Northwest Locations: Hansen Yard, Pacoima Dam and Area Patrols

As shown on Exhibit G

The rates provided herein correspond with the totals from Schedule of Prices, Forms PW-2.1e through PW-2.4e. Should there exist any inconsistency between the amount shown here and the amount calculated based on the Proposer's submitted hourly rates, the true and correct amount based on hourly calculation of rates (hourly rate multiplied by estimated units) shall prevail.

TERM	DESCRIPTION	TOTAL PROPOSED PRICE			
1 of 4	Initial Term (Form PW-2.1e)	\$_616,797.32			
2 of 4	Option Term 1 (Form PW-2.2e)	\$_641,443.08			
3 of 4	Option Term 2 (Form PW-2.3e)	\$ <u>667,128.36</u>			
4 of 4	Option Term 4 (Form PW-2.4e)	\$_693,868.16			
ТОТ	AL OVERALL PROPOSED PRICE: (SUM OF ALL 4 TERMS ABOVE)	\$ _2,619,236.92			
AVERA	GE ANNUAL PROPOSED PRICE: (SUM OF ALL TERMS DIVIDED BY FOUR)	\$ _654,809.23			

By submission of this Proposal, and signed Declaration form Proposer certifies under penalty of perjury that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.										
LEGAL NAME OF PROPOSER										
Patrol Solutions	Patrol Solutions									
Name of Representative	TITLE OF REPRESENTATIVE	SIGNATURE								
Carl Cunningham	General Manager	Carl Cunningham								
PHONE 415-760-8116	E-MAIL ADDRESS carlcunningham@patrolsolutions.com	STATE PRIVATE PATROL OPERATOR'S LICENSE NO. 119966								

FORM LW-8.1e

TERM 1 of 4

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

• GROUP E - Northwest Region

POSITION/TITLE *	HOURS PER DAY							HOURS ESTIMA	ESTIMATED	HOURLY	CALCULATED
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	PER WEEK HOURS (Annually)		COST
HANSEN YARD	24	8	8	8	8	8	24	88	4576		
Armed Security Officer (1)	24	8	8	8	8	8	24	88	4576	\$20.91	\$ 95,684.16
Armed Security Officer (2)								0	0		\$ -
Armed Security Officer (3)								0	0		\$ -
PACOIMA DAM	14	0	0	0	0	14	14	42	2184		
Unarmed Security Officer (1)	14					14	14	42	2184	\$19.41	\$ 42,391.44
Unarmed Security Officer (2)								0	0		\$ -
PACOIMA/HANSEN AREA PATROLS	24	14	14	14	14	14	24	118	6136		
Unarmed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$19.41	\$ 119,099.76
Unarmed Security Officer (2)								0	0		\$ _
Unarmed Security Officer (3)								0	0		\$ -
ADDITIONAL ON-CALL						<u>'</u>					
Unarmed Security Officer			0	N-CAL	L			Varies	1500	\$19.41	\$ 29,115.00
Armed Security Officer			0	N-CAL	L			Varies	1000	\$20.91	\$ 20,910.00
Armed Security Sergeant (Supervisor)			0	N-CAL	L			Varies	500	\$21.41	\$ 10,705.00
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$21.91	\$ 10,955.00
Comments/Notes:									[A]	Total Salaries	\$ 328,860.36
					(1) Va	cation	ns. Sic	k Leave, Holic			\$ 31,515.15
					` _		nsuran		,		\$ 15,163.93
					` ′			& Workers' Co	ompensation		\$ 54,788.89
					` ′	•					\$ 8,345.85
(4) Welfare and Pension [B] Total Employee Benefits (1+2+3+4)							\$ 109,813.82				
	(5) Equipment Costs						\$ 32,792.00				
							\$ 103,521.34				
	(7) General and Administrative Costs				\$ 22,626.48						
	(8) Profit					\$ 19,183.32					
[C] Total Other Costs (5+6+7+8)							\$ 178,123.14				
							ΤΟΤΔ	AL PROPO	SED ANNU	JAL PRICE:	\$ 616,797.32

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

Patrol Solutions	Carl Cunningham	Carl Cunningam
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

FORM LW-8.2e

TERM 2 of 4

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

• GROUP E - Northwest Region

POSITION/TITLE *	HOURS PER DAY							HOURS ESTIMATE	ESTIMATED	TED HOURLY	CALCULATED
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	PER WEEK HOURS (Annually)		COST
HANSEN YARD	24	8	8	8	8	8	24	88	4576		
Armed Security Officer (1)	24	8	8	8	8	8	24	88	4576	\$21.75	\$ 99,528.00
Armed Security Officer (2)								0	0		\$ -
Armed Security Officer (3)								0	0		\$ -
PACOIMA DAM	14	0	0	0	0	14	14	42	2184		
Unarmed Security Officer (1)	14					14	14	42	2184	\$20.19	\$ 44,094.96
Unarmed Security Officer (2)								0	0		\$ -
PACOIMA/HANSEN AREA PATROLS	24	14	14	14	14	14	24	118	6136		
Unarmed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$20.19	\$ 123,885.84
Unarmed Security Officer (2)								0	0		\$ -
Unarmed Security Officer (3)								0	0		\$ -
ADDITIONAL ON-CALL											
Unarmed Security Officer			0	N-CAL	.L			Varies	1500	\$20.19	\$ 30,285.00
Armed Security Officer			0	N-CAL	.L			Varies	1000	\$21.75	\$ 21,750.00
Armed Security Sergeant (Supervisor)			0	N-CAL	.L			Varies	500	\$22.27	\$ 11,135.00
Armed Security Lieutenant (Manager)			0	N-CAL	.L			Varies	500	\$22.79	\$ 11,395.00
Comments/Notes:									[A]	Total Salaries	\$ 342,073.80
					(1) Va	cation	ns, Sicl	k Leave, Holic	day		\$ 32,775.76
					(2) He	ealth li	nsuran	се			\$ 15,770.49
					(3) Pa	yroll 7	Taxes 8	& Workers' Co	ompensation		\$ 56,980.44
					(4) W	elfare	and P	ension	-		\$ 8,679.68
								[B] Total	Employee Bene	efits (1+2+3+4)	\$ 114,206.37
(5) Equipment Costs							\$ 32,831.19				
(6) Service and Supply Costs								\$ 110,464.49			
	(7) General and Administrative Costs						\$ 22,691.40				
	(8) Profit						\$ 19,175.83				
[C] Total Other Costs (5+6+7+8)							\$ 185,162.91				
							ΤΟΤΑ	AL PROPO	SED ANNU	IAL PRICE:	\$ 641,443.08

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

Carl Cunningham	Carl Cunningham	Carl Cunningham
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

FORM LW-8.3e

TERM 3 of 4

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

• GROUP E - Northwest Region

POSITION/TITLE *	HOURS PER DAY							HOURS ESTIMATED	ESTIMATED	HOURLY	CALCULATED
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK HOURS (Annually)		WAGE RATE**	COST
HANSEN YARD	24	8	8	8	8	8	24	88	4576		
Armed Security Officer (1)	24	8	8	8	8	8	24	88	4576	\$22.62	\$ 103,509.12
Armed Security Officer (2)								0	0		\$ -
Armed Security Officer (3)								0	0		\$ -
PACOIMA DAM	14	0	0	0	0	14	14	42	2184		
Unarmed Security Officer (1)	14					14	14	42	2184	\$21.00	\$ 45,864.00
Unarmed Security Officer (2)								0	0		\$ -
PACOIMA/HANSEN AREA PATROLS	24	14	14	14	14	14	24	118	6136		
Unarmed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$21.00	\$ 128,856.00
Unarmed Security Officer (2)								0	0		\$ -
Unarmed Security Officer (3)								0	0		\$ -
ADDITIONAL ON-CALL											
Unarmed Security Officer			0	N-CAL	.L			Varies	1500	\$21.00	\$ 31,500.00
Armed Security Officer			0	N-CAL	.L			Varies	1000	\$22.62	\$ 22,620.00
Armed Security Sergeant (Supervisor)			0	N-CAL	.L			Varies	500	\$23.16	\$ 11,580.00
Armed Security Lieutenant (Manager)			0	N-CAL	.L			Varies	500	\$23.70	\$ 11,850.00
Comments/Notes:									[A]	Total Salaries	\$ 355,779.12
					(1) Va	cation	ns, Sicl	κ Leave, Holic	day		\$ 34,086.79
					(2) He	ealth li	nsuran	се			\$ 16,401.31
					(3) Pa	yroll 7	Taxes 8	& Workers' Co	ompensation		\$ 59,259.66
					(4) W	elfare	and P	ension			\$ 9,026.87
								[B] Total	Employee Bene	efits (1+2+3+4)	\$ 118,774.63
(5) Equipment Costs							\$ 32,831.19				
(6) Service and Supply Costs								\$ 112,910.89			
		(7) General and Administrative Costs						\$ 27,656.70			
	(8) Profit						\$ 19,175.83				
[C] Total Other Costs (5+6+7+8)							\$ 192,574.61				
							ΤΟΤΑ	AL PROPO	SED ANNU	IAL PRICE:	\$ 667,128.36

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

Patrol Solutions	Carl Cunningham	Carl Cunningham
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

FORM LW-8.4e

TERM 4 of 4

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

• GROUP E - Northwest Region

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)	HOURS PER DAY							HOURS	ESTIMATED	HOURLY	CALCULATED	
	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	соѕт	
HANSEN YARD	24	8	8	8	8	8	24	88	4576			
Armed Security Officer (1)	24	8	8	8	8	8	24	88	4576	\$23.53	\$	107,673.28
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
PACOIMA DAM	14	0	0	0	0	14	14	42	2184			
Unarmed Security Officer (1)	14					14	14	42	2184	\$21.84	\$	47,698.56
Unarmed Security Officer (2)								0	0		\$	-
PACOIMA/HANSEN AREA PATROLS	24	14	14	14	14	14	24	118	6136			
Unarmed Security Officer (1)	24	14	14	14	14	14	24	118	6136	\$21.84	\$	134,010.24
Unarmed Security Officer (2)								0	0		\$	-
Unarmed Security Officer (3)								0	0		\$	-
ADDITIONAL ON-CALL												
Unarmed Security Officer	ON-CALL							Varies	1500	\$21.84	\$	32,760.00
Armed Security Officer	ON-CALL							Varies	1000	\$23.53	\$	23,530.00
Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$24.09	\$	12,045.00
Armed Security Lieutenant (Manager)	ON-CALL							Varies	500	\$24.65	\$	12,325.00
Comments/Notes:									[A]	Total Salaries	\$	370,042.08
				(1) Vacations, Sick Leave, Holiday						\$	35,450.26	
				(2) Health Insurance						\$	17,057.36	
(3) Payroll Taxes					Taxes 8	& Workers' Compensation			\$	61,630.05		
(4) Welfare and Pension						\$	9,387.94					
								[B] Total	Employee Ben	efits (1+2+3+4)	\$	123,525.61
(5) Equipment Costs						\$	35,863.23					
	(6) Service and Supply Costs						\$	115,113.31				
			(7) General and Administrative Costs					\$	23,193.14			
	(8) Profit						\$	26,130.79				
[C] Total Other Costs (5+6+7+8)					\$	200,300.47						
							ΤΟΤΑ	AL PROPO	SED ANNL	IAL PRICE:	\$	693,868.16

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

Patrol Solutions	Carl Cunningham	Carl Cunningam
Name of Proposing Entity/Firm	Name of Authorized Representative	Signature of Authorized Representative

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. <u>Ambiguities or Discrepancies</u>

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 will be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy will 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 must be interpreted as follows:

<u>Agreement</u>. The written, signed accord covering the performance of the requested service.

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

<u>Contract</u>. 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.

<u>Contractor</u>. 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.

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

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

<u>Day</u>. Calendar day(s) unless otherwise specified.

<u>Direct Employee</u>. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

<u>Director</u>. 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).

<u>District</u>. 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 not: a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.

<u>Fiscal Year</u>. The 12-month period beginning July 1 and ending the following June 30.

<u>Maximum Contract Sum</u>. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

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

<u>Proposer</u>. 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. Los Angeles County Public Works.

<u>Solicitation</u>. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

<u>Specifications</u>. 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.

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

<u>Subcontractor</u>. 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. <u>Headings</u>

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 will 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 will 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 will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract will 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 will not exceed 180 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 will be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it will be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 2. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must 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 will be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or 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, will 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 will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. <u>Authorization Warranty</u>

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 will also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor must 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 will be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor must 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 must 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 must 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 must submit proposed changes to County for approval before implementation.
- 5. Contractor must 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 must be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 7. Copies of all written responses must be sent to the Contract Manager within three business days of mailing to the complainant.

F. <u>Compliance with Applicable Laws</u>

- 1. In the performance of this Contract, Contractor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 2. Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel including, without limitation, County Counsel, reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor must not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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 will, 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

- Contractor must 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 must indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

 Contractor must inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. <u>Conflict of Interest</u>

- No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract must 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 must 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, including those identified in Section 2.180.010, it must immediately make full written disclosure of such facts to Full written disclosure must include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

J. <u>Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List</u>

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

- Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor must 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 will mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.
- 2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees will be given first priority.

L. <u>Contractor's Acknowledgment of County's Commitment to Child Support</u> 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 section of Form PW-3, Certification of Compliance, 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. <u>Contractor's Warranty of Adherence to County's Child Support Compliance</u> 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 will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant 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. <u>Damage to County Facilities, Buildings, or Grounds</u>

- 1. Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
- 2. Such repairs must 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 must be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor costs incurred by County to make such repairs

Q. <u>Employment Eligibility Verification</u>

- 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
- 2. Contractor must 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. <u>Counterparts and Electronic Signatures and Representations</u>

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. <u>Fair Labor Standards</u>

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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

- Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
- 2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor must 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 subparagraph, 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 will 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, will be exclusively in the County of Los Angeles.

V. <u>Most Favored Public Entity</u>

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 must be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

- Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must 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 must certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
- 3. Contractor must 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 must 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 must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 6. Contractor must 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 will 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 will 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 will, 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 will be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

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

Contractor must 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract must not constitute a waiver of County's right to recover such payment from Contractor. This provision will 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 must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor must 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 must notify its employees, and must 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 must 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 must 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 must be addressed to:

Contracting Manager, Business Relations and Contracts Division Los Angeles County 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 must in any case be sufficient notice.

DD. Publicity

Contractor must 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 will not inhibit Contractor from publicizing its role under this Contract within the following conditions:

- 1. Contractor must develop all publicity material in a professional manner.
- 2. During the term of this Contract, Contractor must not, and must 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 will 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 must 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 Exhibit B, 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 must 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 seg. (Public Records Act). County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 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 must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, must 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 must be kept and maintained by Contractor and must 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 must 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 must 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.

- 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 must 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 will 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 will 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 must 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 will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 4. 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 most 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, must be kept and maintained by the Contractor and must be made available to the County during the term of this Contract and for a period of five 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 must 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 must 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 Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access. Disqualification of any member of Contractor's staff pursuant to this section will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

II. <u>Subcontracting</u>

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 must 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 must indemnify, defend, 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 must 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 will 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 will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.

- 7. Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor must ensure delivery of all such documents to Business Relations and Contracts 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 must not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract will 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 must not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

- 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 will 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.

MM. <u>Time Off for Voting</u>

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

NN. <u>Local Small Business Enterprise Utilization</u>

When requested by the County, the Contractor must provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor must be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor must indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor will be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. <u>Method of Payment and Required Information</u>

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment must be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor must provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, will decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/).

The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement

TERMINATIONS/SUSPENSIONS

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

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 will 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 will 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

- 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 will 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 will be no less than ten days after the notice is sent.
- 2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor must:
 - a. Stop work under this Contract on the date and to the extent specified in such notice.
 - b. Complete performance of such part of the work as must 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 must be maintained by Contractor in accordance with this Exhibit B, Record Retention and Inspection/Audit Settlement.
- 4. If this Contract is suspended or terminated, Contractor must 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 must be delivered to County upon request and must become the property of County.

C. <u>Termination/Suspension for Default</u>

- 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 will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor must 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 must not costs of the type identified for anv excess 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit 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 must 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 will 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 will be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
- 2. Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 will 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.
- 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 will 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, must 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 will 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 will 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.

GENERAL CONDITIONS OF CONTRACT WORK

A. <u>Authority of Public Works and Inspection</u>

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. <u>Cooperation</u>

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

C. Cooperation and Collateral Work

Contractor must 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, must 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 will be deemed to be a gratuitous effort by Contractor, and Contractor must have no claim against County.

F. Jobsite Safety

Contractor must 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 must provide at its expense all safeguards, safety devices, and protective equipment and must take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person will 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 must be reassigned immediately and not again employed on Public Works' projects or providing services.

H. <u>Labor Law Compliance</u>

Contractor, its agents, and employees will be bound by and must 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 must 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, will be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor must 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 must:

- 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.
- 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 must 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. <u>Public Convenience</u>

Contractor must 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 will 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 must 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 must be executed by experienced and well-trained workers. All work must be under supervision of a well-qualified supervisor. Contractor also agrees that work must be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

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

Q. Storage of Materials and Equipment

Contractor must 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. <u>Transportation</u>

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

- Contractor must comply with all applicable laws and regulations. Contractor must maintain work area in a neat, orderly, clean, and safe manner. Contractor must 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 must be responsible for the security of any and all of Public Works/County facilities in its care. Contractor must provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. 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.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. <u>Independent Contractor Status</u>

- This Contract is by and between County and Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 2. Contractor must 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 will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of 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 must 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 must indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), 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 and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. This indemnification also must 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, Appointed 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 must 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 must 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.
- 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates must be provided to County not less than ten 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 must 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 must match the name of the Contractor identified as the contracting party in this

Contract. Certificates must 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 \$50,000, 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 noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), must be construed as a waiver of any of the Required Insurance provisions.
- d. Insurance certificates and required endorsements must be sent to:

Los Angeles County Public Works
Business Relations and Contracts Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention: Contract Analyst (noted in the RFP Notice)

- e. Contractor also must 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 must 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 must 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 must 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 must 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. <u>Cancellation of or Changes in Insurance</u>: Contractor must provide County with, or Contractor's insurance policies shall contain a provision that County must 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 must be provided to County at least ten days in advance of cancellation for nonpayment of premium and 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. <u>Failure to Maintain Insurance</u>: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance must 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. <u>Insurer Financial Ratings</u>: Coverage must 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. <u>Contractor's Insurance Must Be Primary</u>: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.
- 8. <u>Waivers of Subrogation</u>: 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 9. <u>Subcontractor Insurance Coverage Requirements</u>: Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor must be responsible for verifying each

Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

- 10. <u>Deductibles and Self-Insured Retentions (SIRs)</u>: Contractor's policies must 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 must be executed by a corporate surety licensed to transact business in the State of California.
- 11. <u>Claims Made Coverage</u>: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it must maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
- 12. <u>Application of Excess Liability Coverage</u>: 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. <u>Separation of Insureds</u>: All liability policies must provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.
- 14. <u>Alternative Risk Financing Programs</u>: 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 must be designated as an Additional Covered Party under any approved program.
- 15. <u>County Review and Approval of Insurance Requirements</u>: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. <u>Compensation for County Costs</u>

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 must pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. <u>Commercial General Liability:</u> 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: \$6 million Products/Completed Operations Aggregate: \$1 million Personal and Advertising Injury: \$2 million Each Occurrence: \$3 million

- 2. <u>Automobile Liability:</u> 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 nonowned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability: Insurance or qualified satisfying statutory requirements, self-insurance which 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. 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. 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.

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 the 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 must be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which must contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works must 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 will be presented to the Board. The Board will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
- 6. Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. <u>Subcontractors of Contractor</u>

These terms must also apply to Subcontractors of County Contractors.

F. <u>Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor</u> by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing Statefunded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. <u>Jury Service Program</u>

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 must have and adhere to a written policy that provides that its Employees must 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 "Employee" means any more County Contracts or Subcontracts. 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 must also be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must 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.

SAFELY SURRENDERED BABY LAW PROGRAM

A. <u>Contractor's Acknowledgment of County's Commitment to the Safely Surrendered</u> 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. The Contractor, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must 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 available on the Internet at www.babysafela.org.

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. <u>Living Wage Program</u>

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. <u>Payment of Living Wage Rates</u>

- 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 must pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, 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.
- 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 must be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract and a copy of the Living Wage Program must 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 or part-time services to Contractor, 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 must 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 must have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must 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 the exception to the Living Wage Program.

In either event, Contractor must immediately be required to commence paying the living wage and must 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 the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor must 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" must have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an Employee physically travels to or from a County facility if 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 will 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 must submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports must list all of Contractor's Employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports must 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 must promptly provide such information. Contractor, through one of its officers, must 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 must 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 will 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 must place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor must also distribute County-provided notices to each of its Employees at least once per year. Contractor must 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 will 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 will 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 will 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.
- 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. <u>Use of Full-Time Employees</u>

Contractor must 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 must 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 must immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees must 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 must 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 must demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. <u>Neutrality in Labor Relations</u>

Contractor must 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 must 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.

SOCIAL ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor must 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 SE.

Contractor must 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 SE.

If Contractor has obtained County certification as a SE 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, Contractor must:

- 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 10 percent of the amount of this Contract.
- 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 will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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.

Contractor must 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.

Contractor must 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.

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, must:

- 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.
- 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 must also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

Contractor must 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 DVBE.

Contractor must 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 DVBE.

If Contractor has obtained certification as a DVBE 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, must:

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

Notwithstanding any other remedies in this contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. <u>Defaulted Property Tax Reduction Program</u>

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. <u>Contractor's Warranty of Compliance with County's Defaulted Property Tax</u> <u>Reduction Program</u>

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. <u>Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program</u>

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, will 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 ten days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

COMPLIANCE WITH EMPLOYEE RETENTION POLICY

In situations where a Contractor is in default or unable to execute the terms of a security services agreement, and due to exigent circumstances, the County is required to continue the provision of security services without conducting a competitive solicitation, the following policy will apply:

- 1. The new Contractor must offer employment to all Retention Employees who are qualified for such jobs. A "Retention Employee" is an individual who: (a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a contractor under a predecessor security services contract with the County for at least 6 months prior to the date of this Contract; and (c) is, or will be terminated from his or her employment as a result of the County entering into this Contract.
- 2. The Contractor must not be required to hire a Retention Employee who: (a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of the Contractor.
- 3. The Contractor must not terminate a Retention Employee, except for cause, until the earlier of: (a) the first 90 days of employment under the Contract; or (b) the termination of the Contract. Thereafter, the Contractor may retain a Retention Employee on the same terms and conditions as the Contractor's other employees.

Notice 1015

(Rev. December 2021)

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 whose wages 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 Certificate.

Note: You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2022.

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 download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

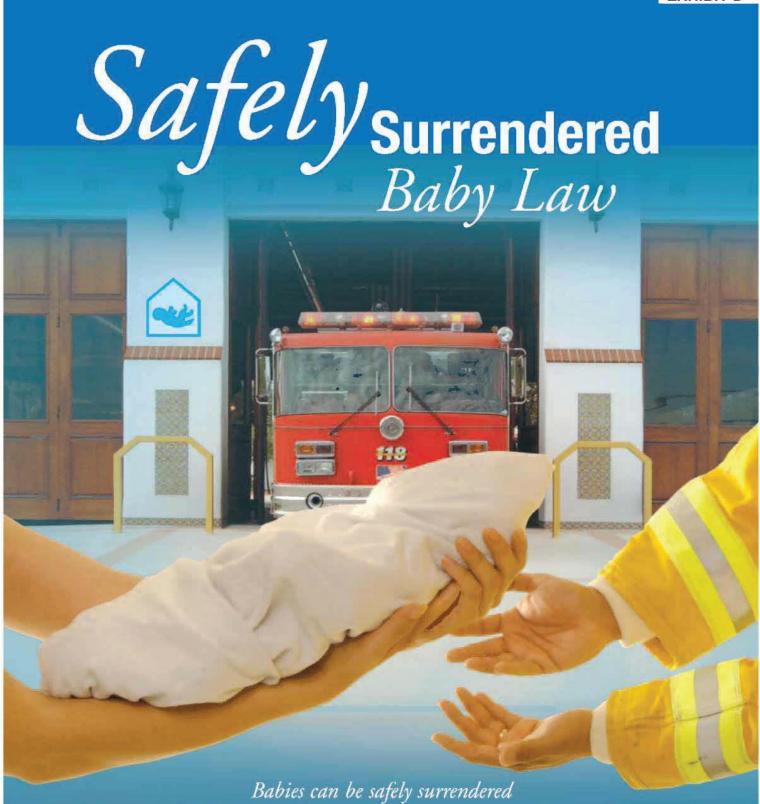
How Will My Employees Know if They Can Claim the EIC?

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 Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2021) Cat. No. 20599I



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



www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

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.

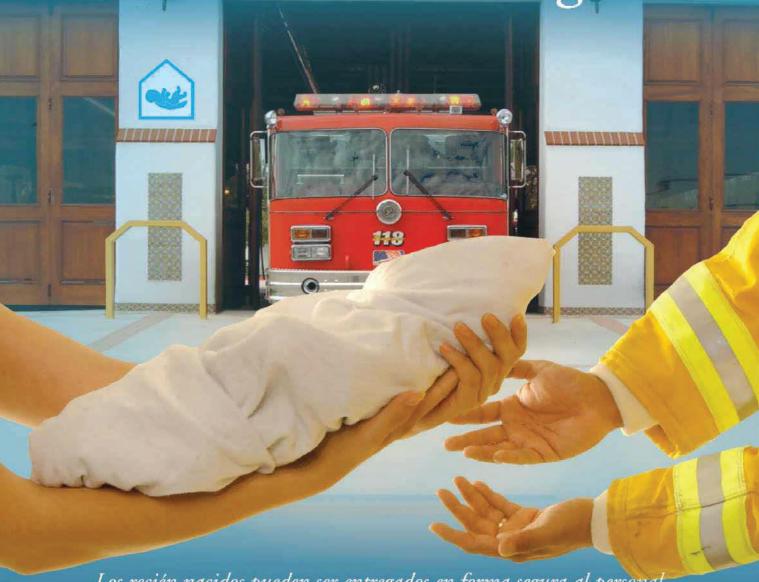
Why is California doing this?

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-UCIA 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.





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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723 www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin

Peligro de California permite la

entrega confidencial de un recién
nacido por parte de sus padres u

otras personas con custodia legal,
es decir cualquier persona a quien
los padres le hayan dado permiso.

Siempre que el bebé tenga tres
días (72 horas) de vida o menos, y
no haya sufrido abuso ni
negligencia, pueden entregar al
recién nacido sin temor de ser
arrestados o procesados.

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el hebé 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 v 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus famílias 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 ten 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 intermember 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 nonagreement 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.)

P:\aepub\Service Contracts\CONTRACT\CONTRACTING FORMS\RFP\11 Exhibit E_Default Tax 06-04-15.docx

required belyice lasks	Indicator	to Meet Performance Indicator*	COMPANIE	Colline
A. SCOPE OF WORK				
Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency.	□Yes □ No □ N/A	
2. Provide First Aid	Aid provided, when required and certifications kept active and valid and available upon request.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
 Welcome, Screen, Direct Visitors, and Provide Information 	Accessibility and visibility by public. Questions answered promptly.	\$50 per day; possible suspension.	□Yes □No □N/A	
4. Escort Services	Escort provided within 5 minutes of request.	\$25 per occurrence.	□Yes □No □N/A	
5. Area Patrol	Procedures followed and facility secure.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Secure any and all Safes	Safes locked.	\$25 per occurrence.	□Yes □No □N/A	
7. Reports to Post Promptly and Relieves their Post no sooner than scheduled Shift End.	Reported to work within 5 minutes of start of work shift and does not leave post until the shift's scheduled end time.	\$25 per employee, per occurrence.	□Yes □No □N/A	
8. Lock and Unlock Facility	Facility is locked and unlocked on schedule.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
9. Raise and Lower Flags	Flags attached properly. Flags are folded and secured properly at end of day.	\$25 per day.	□Yes □No □N/A	
10. Held Over until Relieved	Procedure is followed for relief of shift. Post manned at all times.	\$50 per employee; per occurrence; possible suspension.	□Yes □No □N/A	
11. Time Detex Wand Patrol	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
12. Assists Other Officers and Law Enforcement	Officer assisted as needed.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Comments							
Compliance	□ Yes □ No □ N/A	□Yes □No □N/A	□Yes □No □N/A		□Yes □No □N/A	□Yes □ No □ N/A	□ Yes □ No □ N/A
Deductions for Failure to Meet Performance	\$50 per occurrence; possible suspension; possible termination for	\$50 per occurrence.	\$100 per occurrence; possible suspension; possible termination for default of contract.		\$25 per day per report that is late or not submitted.	\$50 per day per report that is late or not submitted.	\$50 per day per report that is late or not submitted.
Performance Indicator	Facility safe and secure.	Investigations completed, documented, and submitted within the time frame requested.	Requested Department approval prior to using vehicle for key run.		Submitted to Contract Manager daily report and maintain facility log.	Completed by end of shift for each occurrence. File as needed.	Filed within time frame requested.
Required Service/Tasks	13. Area Control – Prevent Hostile Acts and Protect Personnel/Property	14. Respond, Investigate, and Report Emergencies and Accidents	15. Vehicle Key Runs	B. REPORTS/DOCUMENTATIONS	1. Daily Report and Facility Log	2. Non-employee Injury Report	3. Special Reports As Needed

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contract the contract shall certify all employees who are in a designated sensitive position have passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract Employees who do not pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	□ Yes □ No □ N/A	
2. Staffing	Staffing levels are equal to or exceed contract requirements.	\$50 per occurrence.	□Yes □No □N/A	
3. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence.	□Yes □No □N/A	
4. Uniform and Appearance	Uniforms worn by all employees on the job. Contract specifications met.	\$50 per employee, per occurrence.	□Yes □No □N/A	
5. Courtesy and Professionalism	Contract specifications met. Duty Guard is attentive.	\$25 per employee, per occurrence.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Accessibility and Responsiveness	Duty officer shall maintain working mobile phone charged and operational at all times with number provided to the CM/PWR in the event of an emergency. Additionally, each duty guard shall be equipped with two-way radio on their person at all times in the event cell service is out of range or inoperable for any reason.	\$50 per employee, per occurrence.	□Yes □ No □ N/A	
7. Working Knowledge of Facility and Beat Security Book	Facility security function complete.	\$50 per employee, per occurrence.	□Yes □No □N/A	
8. Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	\$50 per employee, per occurrence.	□Yes □No □N/A	
9. Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	\$50 per employee, per occurrence.	□Yes □No □N/A	
D. SUPERVISOR/MANAGERS				
Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	□Yes □No □N/A	
Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in	□Yes □No	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
		the specifications.	N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	□Yes □No □N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	□Yes □No □N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
6. Assures Proper Assignment Coverage	Assignments covered.	\$50 per employee; per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
7. Updates Post Procedures	Facility books updated in timely manner.	\$25 per occurrence.	□Yes □No □N/A	
8. Responds to Incidents / Provides Backup	Provide assistance as required.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

	lure Compliance Comments	. □Yes □ No □ N/A	. □Yes □No □N/A	□Yes □No □N/A	□Yes □No □N/A	-	ial	ole	: □Yes □No
	Deductions for Failure to Meet Performance Indicator*	\$50 per occurrence; possible suspension.	\$50 per occurrence; possible suspension.	\$50 per occurrence.	\$25 per occurrence.		\$100 per day; work/contract potential suspension; possible termination for default of contract.	\$100 per day; possible suspension; possible termination for default of contract.	\$200 per occurrence.
	Performance Indicator	Capable of working with and training in radio procedures.	Drive vehicle as required.	Complete investigations in a timely manner.	Complete on time as required.		Certifications submitted before implementation of contract and on a timely basis there-after.	Valid bond is furnished and not allowed to lapse.	Maintain all required documents as specified in
of any part of this confidet.	Required Service/Tasks	9. Working Knowledge of Radio Procedures	10. Drives Vehicle	11. Conducts Investigation	12. Reviews Subordinates' Reports	E. CONTRACT ADMINSTRATION	1. Insurance Certifications	2. Provide Performance Bond	3. Record Retention & Inspection/Audit Settlement

^{*}Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. License and Certification	All licenses and certifications required to perform the work such as baton certification, cardiopulmonary certification, CDL Class "3" and Social Security.	\$100 per day; possible suspension; possible termination for default of contract.	□ Yes □ No □ N/A	
5. Assignment and Delegation	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.	\$200 per day the County is not informed of this change; potential suspension; possible termination for default of contract.	□ Yes □ No □ N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	□Yes □No □N/A	

SECURITY SERVICE GROUP LOCATIONS AND SCHEDULES

LOS ANGELES COUNTY PUBLIC WORKS

Work locations will be within the County of Los Angeles at various Public Works locations. Schedules and security service type (armed or unarmed) are as shown in Figure 1 below unless otherwise specified, schedules are subject to change at the sole discretion of the County as service needs may vary. Designated on-call hours may be used for any additional hours of service not otherwise represented in the schedules below. Contractor shall deploy security officer(s) of the level indicated for each respective site and perform any and all checks, inspections, walk-throughs, patrols, lock-ups, reports, as required in post details outlined in Figure 2 or by request of the Contract Manager or on-site designee for each site. Contractor shall bill in accordance with the hourly rates on Form PW-2.1e through PW-2.4e for the given Contract term and for the level and rate of security requested by the Contract Manager for actual security service hours provided.

GROUP E: Northwest Region

Contract Manager: Shabnam Noroozi Hageali Contact: (626) 300-2306 snoroozi@pw.lacounty.gov

Figure 1

SITE	LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	GUARD DESIGNATION	SERVICE DAYS & SCHEDULE	ESTIMATED HOURS
1.	HANSEN YARD 10179 Glenoaks Blvd. Sun Valley, CA 91352	Ronald Anderson randerson@pw.lacounty.gov (818) 896-0594	Security Officer (Armed)	Monday – Friday 8 pm to 4 am 8 hrs. daily Saturday - Sunday 4 am to 4 am 24 hrs. daily	4,576
2.	PACOIMA DAM 15300 N. Pacoima Canyon Road Pacoima, CA 91331	Benny Miranda bmiranda@pw.lacounty.gov (818) 212-7780	Security Officer (Unarmed)	Friday – Sunday 5 pm to 7 am 14 hrs. daily	2,184
2.	PACOIMA DAM / HANSEN YARD AREA PATROLS Patrols defined by the Contract Manager or designee. Scheduled service days and hours may vary.	Khaled Alqam kalqam@pw.lacounty.gov (626) 458-4114	Security Officer (Unarmed)	Monday – Friday 5 pm to 7 am 14 hrs. daily Saturday - Sunday 7 am to 7 am 24 hrs. daily	6,136
3.	ON-CALL	TBD*	Security Officer (Armed)	Varies	1,000
4.	ON-CALL	TBD*	Security Officer (Unarmed)	Varies	1,500
5.	ON-CALL	TBD*	Sergeant-Armed (Supervisor)	Varies	500
6.	ON-CALL	TBD*	Lieutenant-Armed (Manager)	Varies	500
			TOTAL HOURS	for On-Call Security:	3,500
			TOTAL OVERALL	SECURITY HOURS:	16,396

^{*}Security Guard designation (armed or unarmed) for any on-call services will be determined at the time of the request and will be billed in accordance with the hourly rate for the requested level of the officer. The on-site designee if any, for on-call services shall be provided at the time of an on-call request.

Security Officers shall provide service in accordance with the post orders per location as detailed in Figure 2 below. Details of each post are subject to modification at the sole discretion of the CM/PWR or on-site designee. Failure to deliver the tasks included in the post details may be deemed as contractor negligence or nonperformance, and may result in withholding of payment, remedies in accordance with Exhibit F, Performance Requirements Summary, and/or assessment of liquidated damages.

Mileage for vehicular patrols, if any, will be reimbursed at the County's mileage permittee rate in addition to the officer's normal hourly unit rate. Mileage incurred by the contractor to arrive to the work location is not applicable.

Figure 2

		rigure 2
		HANSEN YARD
'	1.	10179 Glenoaks Boulevard Sun Valley, California, 91352
	2.	PACOIMA DAM 15300 N. Pacoima Canyon Road
		Pacoima, California, 91331
,	3.	PACOIMA DAM / HANSEN YARD AREA PATROLS Varies – To be determined by CM/PWR
		 Arrival Procedure: Security Officer shall arrive on time and check-in with the CM/PWR prior to reporting to their post. Where applicable, the incoming Security Officer shall check-in with the outgoing Officer. Security Officer shall be equipped with mobile device charged, enabled and fully functional for the shift, and shall provide contact info to the CM or designated PWR. Any areas of specific detail will be communicated between officer and CM/PWR at shift start. When applicable, the outgoing Officer shall share information with the incoming Officer. Patrol Requirement: [Site 1] On-site foot patrols will be required of the Security Officer on duty, patrol routes will be at the discretion of the CM/PWR and shall be conducted with use of a Detex wand or other electronic
	POST DETAILS	 tracking acceptable to the CM/PWR throughout the shift. [Site 2] Security Officer will remain on-site at a fixed post while on duty unless otherwise directed by the CM/PWR. [Site 3] Security Officer on duty will conduct vehicle patrols of specific areas along the site location at the direction of the CM/PWR. Security Officer on duty shall remain attentive and responsive at all times and observe and report any suspicious activity, including monitoring all entry points, and walls/fences to ensure there is no loitering or unauthorized breach of the premises. Security Officer on duty shall monitor all points of emphasis and County equipment to ensure safety of premises and property are secure.
		 Required Record/Log: Security Officer on duty shall document all activity and observations made during each shift which may be pertinent to site security including but not limited to; visitors, suspicious noises, attempted breaches, potential vulnerabilities, etc. Shifts inclusive of vehicle patrolling must provide mileage reading at the start and end times for each shift to be eligible for reimbursement. Mileage readings may be subject to verification by the CM or PWR.
		 Shift End Procedure: Security Officer shall provide Daily Log of shift details in a format acceptable to the CM/PWR. Security Officer shall check-out with the CM/PWR or on-site designee and relieve their post as scheduled upon check-out. When applicable, Duty Officer shall relieve their post only upon arrival and shift commencement of the incoming Security Officer.

CONTRACT DISCREPANCY REPORT

1.	USER COMPLAINT (to be completed by Contract Manager)
	Today's Date:
	Facility
	Employee Name
	Employee Classification
	Date of Unacceptable Performance
	Description of Unacceptable Performance
	Has this type of unacceptable performance occurred before?:
	Yes No If yes, when?
2.	Contractor Response (to be completed by the Contractor's Contract Director)
	Date received from County:
Correc	ctive Action:
	o Prevent Recurrence:
Signed	Contractor's Contract Director
Return	to Contract Manager

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

		DATE:	
		TO:	
		FROM:	
In accordance with for Contract Devia		ity Services fo	r Los Angeles County Public Works
Facility		-	
Date		_	
Shift		-	
Amount of Deduct	ion \$		

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to your Contract Manager within five calendar days of receipt of this notification. Failure to respond within the five-day period will be construed as acceptance of the proposed adjustments.

Attach. Contract Discrepancy Report (Exhibit H)

EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY

TO:

10	Contract Manager/PWR	
FRON	Л:	
	A:Contractor (firm name)	
this C field fa replac or not	undersigned, agree to return to Los Angeles County Public Wor ontract for Security Services at the Public Worksacility), all items (listed below) issued to me by the County. I also cement of any County equipment issued to me, if damaged or lost returned upon termination of this Contract with Public Works.	(name of so agree to pay for the st through negligence,
		CONDITION
1.	EQUIPMENT	CONDITION
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
Date:	Contract Manager:	
	Contractor (Firm Name):	
Date:	Contractor's Authorized Signature:	

STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

I,, do hereby report the loss of the
(Identify what equipment was lost/stolen.) The wa LOST/STOLEN under the following circumstances, and cannot be found. (In the space)
LOST/STOLEN under the following circumstances, and cannot be found. (In the spac provided below, explain the circumstances under which the item or items wer LOST/STOLEN.)
Date of Loss:
Police Agency Report to:
Date of Report:
Contractor (Firm Name):
Contract Manager/PWR signature:

BOND FOR FAITHFUL PERFORMANCE

KNO	W ALL MEN BY THESE PRESENTS:			
That		(Contractor/Principa	l)	
ae nri	incipal, and			
as pri	ilicipai, aliu	(Surety)		
	rety, are held and firmly bound unto the LOS ANGELES, State of California (hereinafter (PRKS AND COUNTY OF
			Dollars (\$)
	I money of the United States, for the pay elves, jointly and severally, firmly by these p		um, well and trul	y to be made, we bind
enter Field	condition of the above obligation is such that into a written contract with the County for Se Locations, Group and is required by said contract.	ecurity Services f	or Public Works S	tormwater Maintenance
of sai this o paym Coun and th	T, THEREFORE, if said principal shall well are decontract on its part to be done and perform bligation shall be null and void, otherwise it tent by said County to said principal shall exity shall have actual notice that such payment only to the extent that such payment shall of such premature payment.	med at the times shall be and remonerate any sure nt is premature a	and in the manne nain in full force ar ty unless the Boar It the time and it is	r specified therein, then nd effect. No premature rd of Supervisors of said ordered by said Board,
which surety either the su work, (25%	greed that any alterations in the work to be do may be made pursuant to the terms of said y hereunder, nor shall any extensions of the the principal or surety, and notice of such a urety, provided, however, that if any alteration or which will increase the total amount to be the written consent of the surety shall be	contract, shall not time granted un lterations or exte ons are made wo pe paid to the coefirst obtained.	ot in any way relea der the provisions nsions of the cont hich will alter the o ntractor by more t	se either the principal or of said contract release ract is hereby waived by general character of the han twenty-five percent
WITN	IESS our hands this	——— day of		
Ву		Ву		(0)
	(Contractor/Principal)			(Surety)
Ву	Its	Ву	Ite Δt	torney-in-fact
Ву	no	D.,	its At	torney-iii-iaot
Ъу	Its	Ву	Its At	torney-in-fact
Ву		Ву		-
,	Its	. – <i>j</i>	Its	





Tuesday, March 14, 2023

A SECURITY PARTNERSHIP PROGRAM FOR

THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Security Services for

Various Public Works Stormwater Maintenance Field Locations

(BRC0000374)

Local Address

14241 Firestone Blvd., Suite 400 La Mirada, CA 90638

Primary Contact

Carl Cunningham, General Manager

415-760-8116

carlcunningham@patrolsolutions.com

2. TABLE OF CONTENTS

2. TA	BLE OF CONTENTS	2
3. LET	TER OF TRANSMITTAL	4
4. SU	PPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES	5
5. EXI	PERIENCE	7
	Introduction	7
	Objective	7
	Background: Company Profile	7
	Organizational Chart	8
	Key Staff	. 10
	Description of Experience	. 23
	References	. 24
	Minimum Mandatory Requirements Compliance	. 26
6. W	DRK PLAN	.27
	Approach to the Scope of Work	. 27
	Staffing Plan	. 29
	Security Director	. 31
	Training Programs	.31
	Equipment	. 35
	Transition Plan and Timeframes	. 37
	Random Site Inspections	. 39
	Security Guard Background Checks	. 40
	Form LW-8	.41
7. QU	ALITY ASSURANCE PROGRAM	.61
	A. Policies and Procedures for Quality Control	. 61
	B. Inspection Fundamentals	. 63
	C. Quality Control Documentation, Review, and Reporting	. 69
8. NO	SUBCONTRACTORS	.74
9. FIN	ANCIAL RESOURCES	.75
10. LI	CENSES AND CERTIFICATIONS	.82
	PPO License	. 82
11. IN	ISURANCE AND BONDS	.83
	Form PW-13	. 83

Form PW-1684
12. RECORD KEEPING85
Form LW-985
13. FORMS LIST93
Declaration for Armed and Unarmed Security Services for Public Works Headquarters Complex (BRC0000344)93
PW-1: Proposer's Organization Questionnaire/Affidavit94
PW-2.1-2.5: Schedule of Prices96
PW-3: Certification of Compliance
PW-4: Contractor's Industrial Safety Record
PW-5: Request for Preference Consideration124
PW-6: Proposer's Reference List
PW-7: Equal Employment Opportunity Certification127
PW-9: Proposer's Debarment History and List of Terminated Contracts128
PW-10: Community Business Enterprise (CBE) Information129
PW-12: Proposer's Pending Litigations and Judgments
PW-13: Proposer's Insurance Compliance and Affirmation
PW-14: COVID-19 Vaccination Certification of Compliance
PW-15: Statement of Equipment Form134
PW-16: Compliance with the Minimum Mandatory Requirements
14. LIVING WAGE ORDINANCE
15. BID GUARANTY
16. ADDITIONAL INFORMATION

3. LETTER OF TRANSMITTAL

Dear County of Los Angeles,

Patrol Solutions sincerely appreciates the opportunity to present this proposal for serving the unique security requirements of the Department of Public Works. It is the goal of my company, Patrol Solutions, to protect your employees, patrons, and property in a responsive and responsible manner. I have partnered with industry-leading security professionals who share my vision of emphasizing customer service in our security. We comprise the leadership of this company, and we all understand how important it is to give each client our full attention and respond whenever things may come up.

We take great pride in adapting our security service in order to meet the specific needs of each and every client. Our entire management team, especially Director of Operations Felix Guerrero and the local team, will work to develop strong working relationships with County staff and local law enforcement in order to deliver processes and training requirements specific to this contract. Patrol Solutions constantly analyzes ways in which we can further enhance our services with software, technology, and management in order to support the dynamic needs of the Department of Public Works. The complexity of the project requires us to be adaptive and responsive, and we are sure these additions will continue to increase the effectiveness of our armed and unarmed security services. All members of our upper management team have a great deal of experience serving government agencies with multiple facilities. Felix, who will be the manager overseeing the contract, has direct experience serving the DPW HQ in the past, when he worked for another security company. He also has plenty of additional experience managing security for other major public utilities entities, such as the City of Glendale Water & Power.

Patrol Solutions is a California-based regional security company which has proven to be resourceful with large scale capacity. Recent successes include ramping up multiple emergency response security programs. These programs include an 85-officer deployment in 1 week (San Francisco), 10 armed officers in the same day (LA), and a 10-officer, 10-site deployment in 24 hours (Inland Empire and LA). Our management team is also experienced serving major public agencies throughout California, and we apply best practices in all instances.

Patrol Solutions is built on a strong and reliable foundation: our people, our training, our processes, and our supervision to assure quality. Patrol Solutions fosters a strong sense of accountability and ownership across the organization. At Patrol Solutions, the entire team performs as one body, conditioned to support one another. Together, we are focused on delivering outstanding customer service. Patrol Solutions has read and reviewed the RFP and understands the nature of the work to be accomplished. After you have evaluated our proposal, we are confident that you will find that Patrol Solutions is highly suited and well qualified to meet and exceed your specific security needs.

The individuals authorized to represent the company are:

Klinton Kehoe, CEO | 6060 Sunrise Vista Dr., Suite 1500 | Citrus Heights, CA 95610 | 916-757-3451 | klintonkehoe@patrolsolutions.com

Carl Cunningham, General Manager | 1828 Salvio St. | Concord, CA 94520 | 415-760-8116 | carlcunningham@patrolsolutions.com

Please let us know if we can provide you with any additional information.

Respectfully,

Carl Cunningham, General Manager carlcunningham@patrolsolutions.com | 415-760-8116

B1311-1326 12/09/2022 2:15 PM Received by California Secretary of State

4. SUPPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES

Statement of Information





BA202212312



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY

California Secretary of State 1500 11th Street Sacramento, California 95814 (916) 653-3516 For Office Use Only
-FILED-

File No.: BA20221231238 Date Filed: 12/9/2022

Entity Details	
Limited Liability Company Name	PATROL SOLUTIONS, LLC
Entity No.	201629910319
Formed In	CALIFORNIA
Street Address of Principal Office of LLC	
Principal Address	6060 SUNRISE VISTA
	1500 CITRUS HEIGHTS, CA 95610
Mailing Address of LLC	
Mailing Address	6060 SUNRISE VISTA
	1500
	CITRUS HEIGHTS, CA 95610
Attention	
Street Address of California Office of LLC	
Street Address of California Office	6060 SUNRISE VISTA 1500
	CITRUS HEIGHTS, CA 95610
Manager(s) or Member(s)	
Manager or Member Name	Manager or Member Address
■ Klinton Kehoe	2348 JUNCTION CT RANCHO CORDOVA, CA 95670
Agent for Service of Process California Registered Corporate Agent (1505)	
Type of Business	
Type of Business	SECURITY
Email Notifications	
Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.
Chief Executive Officer (CEO)	
CEO Name	CEO Address
■ Klinton O Kehoe	2348 JUNCTION CT RANCHO CORDOVA, CA 95670

Labor Judgment

No Manager or Member of this Limited Liability Company has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Page 1 of 2

PROPOSAL

$\tilde{\mu}$
\vdash
١.
13
2
J
12
2
ò
9
1
20
2
N
N
\vdash
G
Pl
\leq
N
Œ
Ü
Φ.
Į.
Ø
Q
_
Vd I
by C
by Са
by Cal
by Са
by Califo
by Califor
by Californ
by Californi
by California
by California S
by California Se
by California Sec
by California Secre
by California Secret
by California Secreta
by California Secret
by California Secretary
by California Secretary o
by California Secretary
by California Secretary o
by California Secretary of St
by California Secretary of Sta
by California Secretary of Stat
by California Secretary of Sta
by California Secretary of Stat

Electronic Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Klinton Kehoe
Signature

Date

Page 2 of 2

5. EXPERIENCE

Introduction

Patrol Solutions (PS) is pleased to present this proposal for providing the County of Los Angeles Department of Public Works (County) a comprehensive and industry-leading security program in response to the RFP for Security Services for Various Public Works Stormwater Maintenance Field Locations (BRC0000374). PS is ideally qualified to provide security services for these locations, and meets or exceeds all requirements as outlined in the RFP. PS has developed a thorough understanding of the requirements that are directly comparable to your security needs, including areas such as critical infrastructure, facility security, patrol procedures, employee safety, customer service, and cultural sensitivity. In addition, our director of operations, Felix Guerrero, has direct experience managing the security program for the DPW in the past when he worked for another security company.

Objective

Our overall objective is to design and implement a comprehensive security program that will meet and exceed your expectations, and deliver exceptional security services by a highly trained and professional staff. We have read and reviewed the scope of work and understand your objectives. Our team of security professionals assesses your site and your requirements, plans a customized security program, implements the solution, and consistently maintains quality services throughout the duration of the contract. We use the following key components, processes, and philosophies to meet this objective:

- Detailed, organized, and clear processes that are communicated to the officers and management team.
- Strict hiring standards and procedures with extensive security and background checks.
- Well-balanced employee compensation package to attract and retain quality employees.
- Ongoing supervision, quality control, and support. Disciplined and verifiable on-site field inspection standards and procedures.
- Reliable guard tour system to ensure maximum client satisfaction.
- Regular performance evaluation of employees, processes, and security program.
- Well-established and communicated corporate philosophies and professional leadership skills and team. Exceptional experience serving government agencies, including public utilities and public works departments, as well as contracts requiring vehicle patrols and multiple sites.

Background: Company Profile

Patrol Solutions as a company was founded in 2010 under its original name of Tactical K-9 & Patrol Solutions in California in an effort to bridge the gap between law enforcement and security services by training officers to "police" an area in an engaged manner — meaning the regulation and control of a community, especially for the maintenance of public order, safety, and health. This is a level above the standard detect, deter, observe, and report protocols held by most private security companies. We accomplish this increased vigilance through officer support, training, supervision, individual professional development, and our emphasis on the employee pipeline. We have a train-your-replacement methodology that brings people together for a common cause — primarily the successful execution of objectives in a positive environment. In 2016, Klinton Kehoe (the CEO) became owner of the company and officially shortened the name to "Patrol Solutions."

In a roundabout way, Patrol Solutions has benefitted from the recent trend of international companies' constant acquisition of regional security firms. We have been able to hire top performing security managers specifically to inject a customer-oriented experience for clients who are interested in a responsive, attentive, and accessible security management team that really puts the client at the forefront. Thus, our company is comprised of a management and leadership base of experienced security professionals who prefer working in a more personal environment with a more local scale. Patrol Solutions works to provide responsive decision making to every individual client, and also strives to recognize each employee's efforts and contributions while providing a road to successful career development. By fostering a sense of personal responsibility within each manager, supervisor, and security officer, the entire team is focused on delivering fantastic customer service for all of our clients.

Patrol Solutions, LLC (doing business as: Patrol Solutions), is headquartered in Citrus Heights, California, and has been providing armed and unarmed contract security services to a wide variety of markets since 2010. We are a limited liability company. Our clients include government agencies and municipalities as well as various types of properties and entities in the private sector. With a custom-tailored approach to each of our clients' security needs, PS provides unmatched security solutions to meet the specific needs of different agencies and businesses.

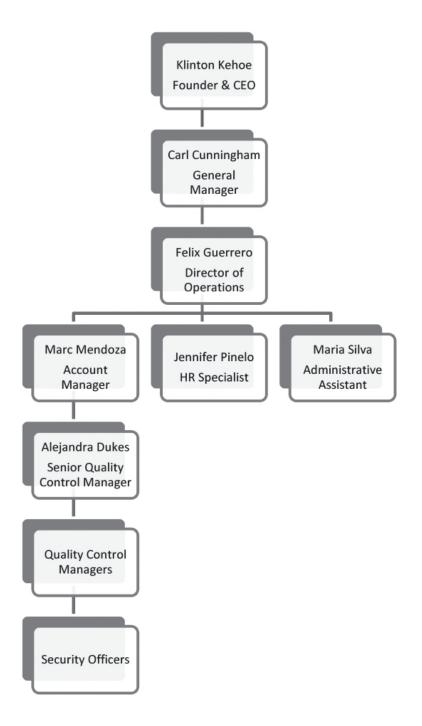
Patrol Solutions specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. PS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge and receptionist services; security console operation; dispatch services; bike and Segway patrols; alarm response; inmate watch services; and other specialized client-requested security. We serve a variety of government agencies as well as private entities. PS operates out of five offices throughout California and employs about 170 security officers. PS is licensed as a qualified security patrol operator by the state of California/Bureau of Security and Investigative Services (license number PPO 119966). Our offices are located in Citrus Heights, Concord, Sunnyvale, La Mirada, and San Bernardino.

For the Department of Public Works Stormwater Maintenance Field Locations project, we will operate out of our La Mirada office.

The key point of contact for a contract resulting from this RFP is Carl Cunningham, the general manager. He is based out of the Concord office (1828 Salvio St. | Concord, CA 94520) and his phone number is 415-760-8116.

Organizational Chart

Felix Guerrero will oversee this contract. He has over 20 years' worth of experience in the security industry, and has been serving in a managerial capacity since 2009. Currently, he is Patrol Solutions' director of operations. Klinton Kehoe (CEO) and Carl Cunningham (General Manager) will assist during the transition and contract management, and provide ongoing support as needed. Felix is the director of operations and will lead and oversee the local team in providing services. He is based in our La Mirada office. Marc Mendoza is the proposed account manager who will provide daily management for the project and serve as the daily point of contact. Our senior quality control manager is Alejandra Dukes. QCMs perform unannounced site inspections to ensure that field officers are performing their duties with all due excellence. Jennifer Pinelo is the HR specialist in the LA region and will assist with recruiting, hiring, onboarding, and other HR matters. Maria Silva is the administrative assistant who provides logistical and administrative support from the local office.



Key Staff

Klinton Kehoe CEO & Founder



Expertise

Security Operations,
Operations Management,
Customer Service,
Business Planning and
Development, Workplace
Injury Prevention,
Security Program
Development

Professional Affiliations

American Society of Industrial Security (ASIS)

BSIS

Klinton Kehoe is the CEO and owner of Patrol Solutions. He originally entered the private security industry as a security officer for a regional security company. Less than half a year into his career, he found that he was clearly well-suited for the job and was promoted to be a training manager. He quickly earned numerous training certifications and became qualified to train security officers.

In addition to his capabilities as a trainer, he was also promoted to be a shift manager. In this role, Klinton managed a security program with 100 officers assigned to the project. He managed deployments, breaks, schedules, and performance reviews. As he continued progressing in his career, Klinton began taking on more operational, "big picture" roles and he eventually managed over seventy clients and properties. As a field manager, he also conducted in-person site checks to personally supervise and train officers in the field.

Going to his sites also instilled in him the importance of great customer service. Seeing firsthand how much clients valued clear lines of communication, honesty, and personal accountability, Klinton knew that his responsiveness and responsibility as a manager would always have meaning and add value to the security program.

It is precisely that attitude that helped him build Tactical K-9 & Patrol Solutions, the company that would eventually be known as simply Patrol Solutions.

Carl Cunningham General Manager



Expertise

Business Management,
Business Development,
Security Operations,
Workplace Injury
Prevention, Healthcare
Security Program
Development, High Rise
and Commercial Building
Certifications

Professional Affiliations

American Society of Industrial Security (ASIS), **Building Operators and** Managers Association (BOMA), Institute of Real **Estate Management** (IREM), California Association of Community Managers (CACM), International Association for Healthcare Security & Safety (IAHSS), San Francisco Electronic Crimes Task Force (Secret Service), Northern California Regional Intelligence Center (Department of Homeland Security), InfraGard (FBI)

Carl Cunningham partnered with Patrol Solutions, founded in 2010, after a ten-year stint as the primary business development manager at Cypress Private Security. After Cypress was bought out by one of the international security firms, the Patrol Solutions partnership was created specifically to provide a customer-oriented experience for clients, as well as for the officers who support the objectives of the project.

Patrol Solutions is comprised of a management and leadership base of the best-in-class security managers. Patrol Solutions works to provide responsive decision making to every individual client, and also strives to recognize each employee's efforts and contributions while providing a road to successful career development.

Carl enjoys the camaraderie, not only between employees, but between the company and clients. The personal consideration a client receives is something Carl truly values in his work and strives to provide.

One of his many talents is the ability to provide a great deal of attention to each individual client, as he builds each client's relationship with the Patrol Solutions management team. When meeting with clients, he accurately and helpfully applies his knowledge of the security industry to diagnose the specific services they need for their site. His clients have long appreciated the sincerity and thoughtfulness he provides as he addresses all of their security concerns.

With over 20 years of experience in operations, sales, and marketing, Carl has vast knowledge in the security and business management fields. He is responsible for all areas of business development and takes a long-term approach to cultivating business partnerships with clients, ensuring a customized security program that meets their needs.

Felix Guerrero Director of Operations



Expertise

Security Operations,
Security Training Plans,
Leadership and
Management, Firearms,
High Risk Security
Programs, Security Patrol
Procedures, Loss
Prevention Strategies,
Security Operational
Support and Oversight,
Weapons of Mass
Destruction, Public
Relations, Public Safety,
Premises Liability, Officer
Safety

Education

Metropolitan High School, Rio Hondo College, Firearms Training Academy

Certificates/Affiliations
BSIS, FEMA, DSMA, CPI
FEMA: Basic Workplace
Security Awareness;
FEMA: Workplace
Violence Awareness;
FEMA: Active Shooter;
FEMA: Introduction to the
Incident Command
Center; Downtown
Security Manager's
Association; Certified
Firearms Instructor

Felix Guerrero joined Patrol Solutions in 2020 after working in the security industry for over twenty-two years, spending most of his career as a project start-up manager, operations manager, and training administrator.

Prior to partnering with Patrol Solutions, Felix worked at Cypress Private Security for ten years, until Cypress was bought out by Allied Universal. Thus, he joined Patrol Solutions, a company where every client would receive great personal attention and care. Possessing an astute understanding of client needs, Felix prides himself on providing superb customer service and works tirelessly to address and remedy any operational issues in a timely manner.

As a certified firearms instructor, Felix understands the gravity of responsibility. His years of experience have enabled him to oversee high risk security operations staffed by armed officers, and his expertise in defusing conflicts has allowed him to minimize the threat of incidents. During his time at Cypress, Mr. Guerrero managed over 40 armed guards in the Los Angeles area.

In addition, Felix gained deep insight into the inner workings of managing, training, and developing staff. He has overseen relevant security projects in the retail and logistics industry at Technicolor Distribution Center, APL Logistics, Menlo World Wide, and HP Logistics. Under his guidance, his teams consistently aided clients' loss prevention programs, reducing theft and recovering merchandise.

Felix is a firm believer in teamwork. He is a member of the Downtown Security Manager's Association, an organization of security and law enforcement professionals recognizing homeland security efforts in L.A. Together, members exchange information and share best practices for mutual benefit. The synergy produced by mutual cooperation transcends negative stereotypes occasionally found in the security industry. Whether providing security services for government municipalities or private companies, his history clearly demonstrates a pattern of success. Felix's skills and experience make him a dependable and trusted frontline contact for all domestic security operations.

FELIX GUERRERO

EXPERIENCE:

April 2009 - 2019

Cypress Private Security, LLC Santa Fe Springs, CA Regional Manager and Training Administrator

October 2000 - April 2009 Akal Security Santa Fe Springs, CA Field/Operation Manager

October 1998 - October 2000

ADT BELAIR PATROL HOWTHORNE, CA Patrol Officer (Residential and Commercial)

Primary duties:

- · Maintaining consistent communication between property supervisor, employees, contractors, and security officers.
- · Responsible for making high decisions when necessary.
- Submit clear daily activities reports, incident reports, and facilities reports; update work schedules daily.
- Interview clients to assess needs and establish rapport.
- Consulted with clients to explain procedures and respond to questions.
- Response to residential and commercial alarms, secure exterior and interior of property.
- · Give a professional presence and communicate clearly.
- Mediated between clients, community members, city and county planning departments, and law enforcement agencies to ensure communication flow and resolve concerns.
- Inspect sites for compliance with state and contract regulations.
- Prioritize and coordinate tasks to complete projects within deadlines.
- Pre-Employment orientation and basic training.
- Emergency and disaster preparedness plans.
- Implement environmental health and safety policies and procedures.
- Manage branch office.
- Responsible of branch P&L/branch budget.
- Employee schedules.
- Client billing/invoicing.
- Branch office overtime.
- Branch office & client inventory.
- On call 24/7.

Core Strengths

- Highly focused and committed professional with a record of consistency and deliver of quality service. Detailed-oriented with twelve years of protecting assets and maximizing safety.
- Effectively apply strong problem solving skills in a variety of solutions. Respond rapidly and appropriately to an array of situations. Evaluate problems and make astute decisions to bring about positive outcomes.
- Highly skilled in responding to emergency situations & providing crisis intervention. Effectively respond to medical emergencies possible fire hazards. Conduct crowd controls & evacuations protocols.
- Regarded for committed work ethic and ability to effectively relate across all levels of leadership as well as with tenants, coworkers and members of the community at large. Have a rich understanding of a multitude of cultures and customs.
 Strong interpersonal communications. Ability to lead and motivate employees.

Education/Training

Metropolitan High School 1996-1998

Rio Hondo College 1999 - 2000 No Degree

- FEMA: Basic Workplace Security Awareness
- FEMA: Workplace Violence Awareness
- FEMA: Active Shooter
- FEMA: Introduction to the Incident Command System
- Downtown Security Manager's Association an organization
- CPI: Prepare Training Program (Respect, Service and Safety at Work)
- American Red Cross: First Aid/CPR AED Instructor
- Taser Training Academy: Taser Instructor
- Safariland Training group: OC Instructor
- Firearm Training Academy: BSIS Guard Card, Expose Firearm permit, Baton PR24, Tear Gas

Technical Skills

Microsoft Word, Microsoft Excel, Power point, Microsoft Office Outlook, WinTeam, Valiant, Time keeping Systems, CCTV, Yugma and administrative Office Duties

Languages Spoken

Fluent in English and Spanish

Marc Mendoza Account Manager



Expertise

Security Operations,
Security Assessments,
Security Training Plans,
Customer Service,
Supervision and
Management Leadership,
Critical City Infrastructure
Security Programs, Client
Relations

Education

Cal State University Northridge (B.A., Sociology)

Certificates/Affiliations

Peace Officer Standards and Training (Basic, Intermediate, Advanced) Certificates, Glendale Police Department, FBI Analysis and Interrogation Techniques, FEMA Incident Command System, California Narcotics Officer Association Undercover Operations, Dragnet Street Racing and Modified Vehicle Investigation

Marc Mendoza is the proposed account manager for the DPW HQ. He has a background in law enforcement, having served as a police officer in the Glendale Police Department from 1992 to 2011. Ever since 2011, he's worked in the private security industry.

Prior to joining Patrol Solutions, Marc was employed by Cypress Private Security, working under Felix Guerrero starting in 2013. There, he demonstrated the ability to handle a variety of challenges in a growth-oriented organization while managing diverse job responsibilities. As an operations manager and security director, he combined his operational security knowledge with customer service, as he regularly maintained communications with client liaisons and participated in administrative meetings with clients.

Thanks to his law enforcement experience, he is particularly knowledgeable about peace officer standards. He has completed basic, intermediate, and advanced POST training. Marc's expertise includes undercover operations (particularly anti-narcotics) and dragnet street operations and investigations. He has seen much over the course of his career. During his career as a police officer, he performed as a field training officer and was also assigned as a burglary/auto theft investigator.

In the private security industry, he has served as an operations manager in Glendale, Beverly Hills, and Valencia. His work experience includes performing scheduling, threat assessments, executive protection, and direct supervision. He also forged relationships with clients.

Marc and all of his training and experience will be a great benefit to the security program. His leadership, organizational skills, and his first-hand familiarity with fieldwork make him an ideal choice to serve as the full-time, dedicated assistant program manager. He will oversee every aspect of the project on a daily basis, maintaining contact with your representatives and providing oversight and guidance to all of the security supervisors and officers.



Marc Raymond Mendoza

Education

June 2004 Cal State University Northridge

Northridge, California

Bachelor of Arts in Sociology

 Course work includes: Criminology, Social Research, Behavioral Studies, Statistics, and Psychology.

September 1988-May 1991 Glendale Community College Glendale, California Graduated 1988 Glendale High School Glendale, California

Work Experience 2014-2019

Cypress Private Security

Santa Fe Springs, California

Security Director

Provide leadership and direction in all areas of security. Directs and oversees the administration of security, establish and monitor long range organization goals and strategies. Oversees Scope of Work contracts are met. Attends meetings and collaborates with Administration and Board Directors to ensure security issues are met and resolved.

2011-2014

ABA Protection

Valencia, California

Operations Manager

Job responsibilities include scheduling, threat assessments, managing executive protection accounts, supervise security personnel; manage assignments and deployment of off duty law enforcement personnel.

1992 - 2011

Glendale Police Department

Glendale, California

Police Officer

- Graduated from the LASD Sheriff's Reserve Academy class #70 on 06-29-92
- · Graduated from the LASD Sheriff's Academy class #284 on 08-15-94
- Assignments included Patrol Officer, Field Training Officer and Detective.
- Job responsibilities include the following: Handling calls for service, customer service, and
 problem solving. Interviewing victims, witnesses, and suspects for criminal investigations;
 Investigations which included all criminal and non criminal incidents and documenting
 reports. Arresting and booking suspects. Training new field police officers and providing up
 to date training. Investigated criminal incidents with follow through, locating evidence, filing
 cases with the District Attorney, and testifying in court proceedings.
- Assigned as a Field Training Officer in 2003-2005.
- Assigned as a Burglary/Auto Theft Investigator in 2007-2010.

1988 - 1994

Sears

Glendale, California

Loss Prevention Agent

 Job responsibilities include assets protection, monitoring CCTV, private arrest of shoplifters and other asset related incidents, and documenting reports.

Certificates

- · Peace Officer Standards and Training (POST) Basic Certificate
- · POST Intermediate Certificate
- POST Advanced Certificate
- POST Certified Field Training Officer Course (40 hours POST Certified)
- POST Investigative Excellence Theft Cases 2009 Award
- · POST Drug Abuse Recognition
- LASD Basic Traffic Collision Investigation (40 hours POST Certified)
- · LASD Introduction to Community Policing
- LA County District Attorney Criminal Justice Institute Search and Seizure and Interrogation Law and Tactics
- · Administration of Justice Search Warrants
- · LAPD Detective Symposium
- · FBI Interviewing Analysis and Interrogation Techniques
- Workplace Drug Recognition for Supervisors and Employees
- · Identification of Counterfeit Optical Discs MPAA
- Taser X26 certified
- Surveillance Techniques
- · Burglary Foundation Specialty Course
- US Department of Homeland Security FEMA Incident Command System for Law Enforcement
- US Department of Homeland Security FEMA National Incident Management System
- · California Narcotics Officer Association (CNOA) Undercover Operations
- · CNOA Fitness and Nutrition Certified
- · CNOA Narcotics and Street Development
- CNOA Basic Street Narcotics
- Drag Net Street Racing and Modified Vehicle Investigation

Professional Skills

- Strong organizational and interpersonal skills.
- Providing excellent customer service.
- Efficient, accurate and detail oriented.
- Strong written and verbal communication skills.

References

· Available upon request.

Jennifer Pinelo HR Specialist



Expertise

Human Resources, Talent Acquisition, Security Recruitment, Staffing and Hiring Processes, Customer Service, Administration

Education

Santa Monica College El Camino College Jennifer Pinelo is the HR specialist and recruiter for Patrol Solutions' Los Angeles region. In this role, she conducts the recruitment processes for all security accounts under her branch office's purview to ensure that high quality candidates are hired, trained, and assigned to our clients. She also assists with security officer orientation training, officer scheduling, and human resources matters. Jennifer also provides additional administrative support to the local management team.

Before joining Patrol Solutions, Jennifer performed the same functions for Cypress Private Security for several years. She has also worked at Allied Universal and Securitas as a security officer. Primarily, she specialized in access control, customer service as a lobby ambassador, report writing, badging, and camera surveillance. Her firsthand experience with field work makes her an excellent recruiter because she understands the qualities a candidate needs in order to be effective.

In addition to her work in the private security industry, Jennifer also has experience as a customer service specialist at Target. She also worked as a tax preparer for Benjamin Taxes Services.

All of her previous experience has prepared her well for her current role. In her previous work, she developed familiarity with administrative processes including data entry, handling confidential information, scheduling, inventory, assisting with office accounting, and detailed documentation.

Jennifer's willingness to engage clients, colleagues, and candidates, and her vested interest in seeking their best makes her an ideal recruiter and HR specialist for Patrol Solutions.

Maria Luz Silva Administrative Assistant



Expertise

Office Management, Customer Service, Record Keeping, Payroll, Data Entry, Dispatch, Budgeting, Recruitment Administrative Support, Aviation Security, Transportation Industry

Education

El Camino Compton College

Los Angeles County of Education

John C. Fremont High School

Certifications

Professional Per-Employment Certificate

Child Development Associate Degree Maria Luz Silva is an administrative assistant with expertise in office management. She joined Patrol Solutions in 2021 and provides a wide variety of administrative functions. These duties include answering incoming calls, maintaining the office space, handling personnel files, performing data entry, assisting with payroll and budgets, and assisting with the hiring process.

Prior to joining Patrol Solutions, Maria performed a similar role at Cypress Private Security. Her time there helped her refine her processes and establish best practices. In addition, she gained familiarity with a variety of different programs useful to her job functions, including Kwantek, SharePoint, QuickBooks, Valiant, and more.

Maria entered the security industry in 2016 after over a decade in other fields. Beginning as guard at an airport where she provided access control, personnel escort, plane searches, and fire watch duties, she developed a thorough understanding of delivering services in the field. Her field experience benefits her in her administrative role because she can effectively interview potential candidates and conduct new officer orientation with the proper context.

Her other experience includes working as an operations manager for a transportation company. There, she performed dispatch services, accounting, budgeting, and other management duties. Maria has also worked in education, as a teacher, for almost ten years.

All of Maria's experience points to her reliability and organizational skills. She is a natural teacher and communicator, and provides invaluable support to all of our local security projects.

Maria is also bilingual, as she is fluent in Spanish and English.

Alejandra Dukes Senior Quality Control Manager



Expertise

Security Operations,
Security Management,
Security Program Quality
Control Management,
Aviation Security,
Transportation
Operations, Record
Keeping, Office
Management, Payroll
Issues, Administrative
Support

Education

California Technical High

Certifications

BSIS

Alejandra Dukes is our senior quality control manager in the Los Angeles region. As the qualified inspector, Alejandra will directly oversee the program on a daily basis. She will perform unannounced site visits to manage officers in the field and make sure that everyone is doing their best work. As a QCM, she will be available to address any client concerns and feedback.

Prior to joining Patrol Solutions, Alejandra was a payroll clerk for another private security company. She took ownership of the payroll procedures as she gathered, reviewed, and calculated payroll data for over 500 employees. Before taking that management position, Alejandra also worked as a security officer for that same company, with the highlight being a seven-year stint at a major airport. She set up stanchions and managed crowd control functions. One of her other duties was to conduct physical searches of aircraft to make sure no suspicious items were on board, and to ensure that all security seals were in place and unbroken. In addition, she performed access control services at screening and document checkpoints, for passengers and also for airport/airline personnel. During her time at the airport, Alejandra also performed security patrols and inspections, and mastered the art of keeping detailed and organized logs.

Outside of security, Alejandra also worked in the transportation industry for over three years. In that capacity, she performed administrative functions including customer service, data entry, and supervising other office staff.

Alejandra's leadership, organizational skills, and first-hand familiarity with security fieldwork make her an excellent senior QCM with Patrol Solutions.



Professional Summary

Proven experience providing excellent customer service and administrative support with a background in the transportation industry and the unarmed security industry. Detail-oriented professional with strong people and time management abilities. Skilled at fielding customer and employee inquiries, providing answers and resolving complaints. Over 14 years' experience successfully performing numerous data entry and clerical tasks. A proven track record of efficiency and accuracy in managing multiple functions, solving problems, maintaining confidentiality and producing quality work.

Objective

Seeking a clerical position with a reputed company where my experience providing payroll support, customer service assistance, and proper attention to detail will be utilized in a professional environment.

Summary of Skills

- · Ability to work independently; strong data entry and clerical skills
- Strong attention to detail and excellent problem-solving skills
- Skilled in handling office workloads independently and without delay
- Knowledge of office filing and record keeping
- Ability to maintain integrity of confidential information
- · Thrive within detail-oriented, deadline-driven environments
- Reliable and punctual
- Proficient in Microsoft Office and Outlook

Work Experience

Payroll Clerk

Aviation Safeguards

3/1/2014 – Present Los Angeles, CA

- Gather, review, calculate and enter payroll data from handwritten timesheets using WinTEAM payroll module for over 500 employees
- · Review and verify source documents and calculate and post corrections
- Secure signature of employees on handwritten payroll documents
- Research and resolve payroll discrepancies by collecting and analyzing information
- Prepare and submit weekly report of paid time off and vacation hours
- Provide payroll information by answering questions and requests; address employee inquiries and requests daily
- Manage and maintain payroll documents
- Maintain employee confidence and protect payroll operations by keeping information confidential.

Unarmed Security Guard

4/13/2007 - 3/1/2014

Aviation Safeguards

Los Angeles, CA

- · Set up stanchions and established queuing order for passengers
- Assisted passengers with luggage and through screening and document checkpoints; directed passengers to less congested checkpoints to maintain flow
- Performed a physical search of aircraft to make sure that no suspicious items were on board and that all security seals were in place and unbroken
- Screened service personnel entering the aircraft and ensured that only authorized personnel gained access to the aircraft
- Granted access to areas based on identification and kept logs of visitors
- Observed and reported unsafe or hazardous conditions immediately to my manager or proper authority

Customer Service

2/1/2004 - 4/13/2007

Ortega's Transport INC

Los Angeles, CA

- · Provided customer service and addressed customer issues in a timely manner
- · Screened and directed calls; received and directed visitors
- · Performed administrative and office activities for multiple supervisors
- Provided data entry support, including tabulating and posting of data in company software
- · Supervised a staff of 5; trained and supervised new office staff and evaluated their work
- Performed a variety of Internet research functions for office use
- Maintained office supplies and allocated supplies to appropriate departments
- · Operated photo-copier, fax machine, printer, and computer as required; performed filing

Education

High School Diploma California Technical High, Los Angeles, CA 2005

Description of Experience

Patrol Solutions' unique ability to combine financial strength, personnel development, disciplined execution, responsive management, and adaptive customer service has empowered us to meet the evolving needs of each and every client. Entities similar to the County find us to be the ideal security services partner. Our company's management team is accustomed to serving government clients who are dynamic in scope, magnitude, and complexity. Vast resources activated through well-defined management processes enable PS to meet the requirements of modern facilities and the demands of sophisticated clients. Our leadership team and management team are comprised of former Cypress Private Security managers, who have direct experience with serving the following accounts:

- Los Angeles Police Department
 - \$2 million per year
 - 2/2017 to 06/2019
 - Unarmed and armed officers to provide security guard services through the entire LA Basin, including El Pueblo, libraries, public hygiene facilities, water treatment plants, city buildings, jails, and the police communication tower.
- · Housing Authority of the City of Los Angeles
 - \$5.5. million per year
 - o 09/2013 to 11/2018
 - Armed and unarmed services for a major housing authority. Mobile patrols, foot patrols, access control, emergency response, concierge functions, customer services, CCTV monitoring, alarm systems, operation of X-Ray machines.
- City of Glendale
 - \$600,000 per year
 - 04/2012 to 06/2019
 - Unarmed services for the City's libraries, public auditoriums, parking structures, office buildings, transit depot, Water & Power department facilities, and 27 parks. Duties include mobile and foot patrols, access control, lockup procedures, call response, and more.
- Civic Center BID (San Francisco)
 - \$500k per year
 - o 2/2018 to 06/2019
 - Unarmed security officers to provide visible deterrent to trespassing, vandalism, illegal camping, community engagement, with customer service through active patrolling, and incident reporting.
- Redondo Beach Transit Center
 - \$50,000 per year
 - o 01/2012 to 06/2019
 - Unarmed services for the transit center. Access control, foot patrol, emergency response.

- San Francisco Municipal Transportation Agency
 - \$7 million per year
 - o 09/2008 to 06/2019
 - Unarmed and armed services for the second-largest public transit system on the West Coast. Security provided for office buildings, vehicle yards, and other SFMTA facilities. Duties include operating a security operations control center, fare/revenue escort, access control, anti-graffiti unit, mobile and foot patrols, emergency response, and cooperating with local police.
- East Bay Municipal Utility District
 - \$2.5 million per year
 - o 07/2004 to 06/2019
 - Unarmed services for 19 EBMUD sites, including office buildings, yards, water treatment plants, construction sites, water aqueducts, and wastewater facilities.
 Duties include operating a security operations control center, mobile patrols (including remote sites), foot patrols, access control, lockup procedures, emergency response, CCTV surveillance, cooperating with police.
- Department of General Services (Ronald M. George State Office Complex)
 - \$3.1 million per year
 - o 5/2015 to 06/2019
 - Unarmed guards monitor cameras, access control, metal detectors, hand held wands, foot patrol of grounds including public areas, floors, and garages. We work in conjunction with CHP to provide security for California Supreme Court.

Our management team has directly served a number of major clients. Among the largest and most complex are the San Francisco Municipal Transportation Agency (SFMTA), the Los Angeles Police Department, the City of Glendale, and the East Bay Municipal Utility District. In addition to lobby duties, our team has experience with access control screening (visual, X-ray station, magnetometer, and wand screening) and the operation and monitoring of a variety of electronic security technology such as a proximity card access system and fire control center. Our leadership team regularly evaluates current policies and procedures in order to improve all aspects of security. Vigilant, ongoing evaluation of our security goals ensures that every facet of security meets its stated goals.

References

Patrol Solutions' experience in providing security services for operations similar to the County is extensive. We are proud to represent and support a range of clients in different industries as well as a variety of sites. Rest assured that when we develop your security program, we tap into decades' worth of collective knowledge and experience. We strive to earn each client's trust *every* day that we provide services for them. We believe that each of our clients is pleased with the security we provide. It is with great confidence we present to you this list of references.

- Arts District of Los Angeles Business Improvement District: Miguel Vargas, Executive Director
 - o 213-880-1332
 - o 1801 E. 7th St. | Los Angeles, CA 90021
 - Miguel@artsdistrictla.org

 Unarmed officers provide bicycle, foot, and vehicle patrols of the business improvement district. Officers provide visible deterrent to trespassing, vandalism, and illegal camping.
 Special emphasis on community engagement, with customer service through active patrolling, and incident reporting.

- Our local manager, Felix Guerrero, has been serving ADLA since 2016. Patrol Solutions began 09/2020.
- Contra Costa Water District: Norberto Martinez, Facilities Maintenance Administrator
 - o 925-688-8146
 - facilities@ccwater.com
 - o 01/08/21 to present
 - o 1331 Concord Ave. | Concord, CA 94520
 - As-needed security services. Vehicle and foot patrols, key control, regulating access, securing facilities/structures/open space, assisting authorized individuals. Serving the 13-acre campus.
- City of San Francisco Human Services Agency: Joseph Villatoro, Security Liaison Officer
 - o 415-850-6341
 - o 1440 Harrison St. | San Francisco, CA 94103
 - joseph.villatoro@sfgov.org
 - Access control and screening services for COVID response centers
 - 06/15/2020 to present
 - Unarmed security services for multiple City-managed hotels and congregate sites. This
 project is part of the City of San Francisco HSA COVID emergency response. Duties
 include access control, foot patrols, emergency response, and serving as a visible
 deterrent to unwanted activities.
- Logix Federal Credit Union: Tyson Humpherys, Manager Safety & Security Operations
 - o 818-565-2155
 - P.O. Box 6759 | Burbank, CA 91510
 - thumpherys@lfcu.com
 - Our local manager has been serving since 2016. Patrol Solutions began 04/2020.
 - COVID-related special coverage for nine locations throughout Los Angeles County

Felix Guerrero's References

Felix, our director of operations, had a great career in the security industry even before joining Patrol Solutions. The following references are contracts Felix personally managed when he worked for other security companies. He has prior experience serving the DPW headquarters security contract.

- Los Angeles County Department of Public Works (Headquarters): Robert Gresham, Contract Administrator
 - o 562.861.0316
 - RGRESHAM@dpw.lacounty.gov

- Provide lobby and field security services
- \$2 million annual
- Our Director of Operations, Felix Guerrero, personally managed this contract from March 2009 to February 2020
- Armed and unarmed services for the LAC DPW headquarters contract (various sites).
 Duties include lobby and field security services, gate and checkpoint monitoring, access control, security for construction projects, and special details (additional as-needed responsibilities). Patrol Solutions' Director of Operations, Felix Guerrero, personally managed this security contract.
- Los Angeles Police Department Security Division: Alejandro DiazValle, Contract Security Liaison Officer
 - 0 213-978-4679
 - 41897@lapd.online
 - Provide security for libraries, parks, commercial properties, and historical sites
 - \$2 million annual
 - Patrol Solutions' Director of Operations, Felix Guerrero, directly managed this contract from 2001-2009, and from 2016-February 2020
- City of Glendale Water & Power: Martin Powers, Project Manager Security
 - o 8181-937-8987
 - o mpowers@glendaleca.gov
 - Unarmed coverage for GWP facilities including the water and power facilities. Mobile patrol coverage included various City public facilities including libraries and 27 parks.
 - \$80,000 annual
 - Felix Guerrero directly managed this contract from March 2012-2019.

Minimum Mandatory Requirements Compliance

1. PPO License

PATROL SOLUTIONS

LICENSE NUMBER: 119966 LICENSE TYPE: PRIVATE PATROL OPERATOR LICENSE STATUS: CURRENT EXPIRATION DATE: FEBRUARY 28, 2025

SECONDARY STATUS: ADMINISTRATIVE FINE

CITY: CITRUS HEIGHTS STATE: CALIFORNIA COUNTY: SACRAMENTO ZIP: 95610

2. Years of Experience

Patrol Solutions was founded in 2010 and has been providing security services ever since, to both private and public institutions. All of our managing employees have well over five years of experience in security and surpass the minimum of three years of security supervisory experience.

3. Supervising Employee's Experience

As stated in our Key Staff profiles/team resumes, our supervising employee, Felix Guerrero, has well over the minimum three years of experience.

6. WORK PLAN

Approach to the Scope of Work

It is the goal of Patrol Solutions that all of our security services will ensure the safety of patrons, vendors, and your employees. By providing a visible presence, our officers serve as a visual deterrence to crime and other unwanted activities. By performing their duties in an engaged, alert, and responsive manner, officers will create a safe environment for everyone. Whenever possible, officers will assist patrons, vendors, and County employees as long as doing so does not compromise their security duties.

Our experienced and knowledgeable security management team begins by reviewing your stated needs. After assessing current security, our team then designs a new security program customized to your requirements and tailored specifically for your project. The Patrol Solutions approach when designing the best security program for you is to meticulously analyze the site: location (area), activities, public interest, and other stakeholders. In particular, PS pays special attention in addressing the following factors:

24/7 Quality Control Manager Program – Quality control managers are available 24/7 via phone, text, and email. They conduct proactive site checks and ensure that field officers are performing up to standards. They evaluate officers' uniforms and equipment, review daily activity reports, and assist with any patrol or protocol modifications. Their time of visit varies from day to day. QCMs are mobile (marked security vehicles) and also respond to any emergencies or incidents. They not only supervise and manage the officers in the field, but also reward and discipline them. If necessary, QCMs can assist in crosstraining officers. At PS, our QCMs personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

Unarmed and Armed Security – Whatever their assignment, officers will be trained to master the ins and outs of their specific post. They will learn general County rules and regulations, and gain familiarity with general site information so that they will be capable of responding to requests from patrons asking for assistance and service information. Security officers will observe and report daily activities, and prepare accurate and legible daily activity reports and incident reports (as needed). They will assist County personnel, police, and other law enforcement officials as necessary by providing perimeter access control, traffic direction, and other duties as needed. Armed officers undergo appropriate weapons training and maintain current certifications. They will be equipped with County-approved weapons.

Roving Patrols – Officers perform full patrols on a regular basis. These patrols include all areas of the site as designated by the post orders. A visible presence will serve as a deterrent to trespassers and crime, and increase general public safety. Officers will seek to prevent and minimize fire, theft, damage, graffiti, and other unwanted activities. As they make their rounds, they will also ensure that the facilities are secured (doors, windows, gates, locks, etc.). Any unusual incidents or hazardous conditions will be reported to the proper representative and logged.

Vehicle Patrols – Patrol Solutions will provide and maintain a minimum of three marked security vehicles for this project. Officers will undergo training to ensure safe and proper use of the vehicle within the DPW property.

Customer Service – All PS officers must undergo and complete customer service training. Officers will support County employees in any capacity as long as the officers can safely complete their post duties. Likewise, officers who work at facilities where they will interact regularly with the public will be comfortable doing so. They will be able to provide public information to visitors and have basic

knowledge of the general area and services. Officers will, at all times, be polite, courteous, respectful, and responsive to any person authorized to be at the site.

Special Events – Patrol Solutions has the capacity to handle special events coverage with a minimum of four hours' advance notice. Simply reach out to Felix and he will ensure that any special coverage is accommodated.

Access Control – Officers will be aware of who is allowed to enter the site, and will handle any procedures (identification checks, bag checks, scanning, etc.) in accordance with the post orders. Trespassers located on the premises are asked to leave. If a crime has occurred, the officer observing the incident will sign the citizen's arrest form and provide testimony when summoned to do so. CCTV images are retained when possible to aid in future prosecution.

24/7 Dispatch Center – Patrol Solutions operates a centralized dispatch service staffed 24 hours per day, 7 days per week for maximum responsiveness. In addition, all supervisors have a smartphone, and have access to a work computer in the account manager's office.

Safety – All safety hazards are documented and reported to the PS account manager and your pertinent management. Issues that immediately threaten building occupants or business operations are addressed in accordance with the post orders. The account manager actively participates in the client's health and safety committee meetings as well as the Injury and Illness Prevention Program. PS will, at all times, maintain a trained and skilled force capable of performing all necessary security functions and patrol rounds, including operating building protection devices and other equipment.

Monitoring and Alarm Systems – Officers will be trained and familiar with any monitoring and alarm systems in use at their assigned site. This includes the desk consoles (employee access control and alarm computer, CCTV video monitors, DVRs, etc.), emergency/fire alarms and other fire safety systems and equipment, computer programs, voice intercom systems, and other electronic systems in use. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. Our team is experienced in operating electronic security systems, and site-specific training will ensure that the systems will be used to their maximum potential.

Reporting and Documentation – All PS officers are trained to write accurate and detailed reports. Officers will complete the appropriate reports for each shift. Reports include daily activity reports, conditions reports, incident reports, and others as assigned. Any officer who knowingly falsifies a report will be disciplined up to and including termination from employment. Officers are fluent in English and able to communicate verbally as well as via report writing. Officers will maintain a log of security violations and report occurrences to supervisors as quickly as possible. In the event of any maintenance requests, officers will forward such requests to the proper representative.

Handling Disruptive Individuals – PS officers are trained in "verbal judo" and the importance of communication, especially in handling disorderly people. PS officers are trained in projecting a professional image and are skilled in diffusing potentially volatile situations. Our company training manager is also a certified Management of Aggressive Behavior Instructor. MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace.

Rules and Regulations – All officers and supervisors learn the County's rules and regulations as well as those of their specific assigned site. Officers' appearance and uniforms will be neat and adhere to your standards. All equipment they have access to will be used solely for on the job purposes. Cell phones and any other electronic devices shall only be used for work duties (guard tour tracking, report writing, on

the job communication, emergencies, etc.). Officers will not be engaged in or conduct any personal business or any business outside those described in the contract at any time while on duty.

Code of Ethics – PS officers follow our established code of ethics. In particular, the following apply to all employees: ethical responsibilities; courtesy in all circumstances; respectful treatment of others; and no use of inappropriate language. No officer shall accept any kind of gratuity. Each PS officer shall conduct himself or herself with the highest level of integrity.

Confidentiality – All PS employees are trained in confidentiality and how to handle sensitive information. (All information at a site is deemed sensitive and is not to be shared by PS staff.) The training and enforcement includes areas such as: interfering with legal processes, withholding information, and disclosure of information. All PS officers are trained in the area of providing relevant and important information to human resources, the client manager, or the facility manager. This includes knowledge of misconduct by a fellow employee. The PS team understands the importance of operating and providing services as a unified front. A single individual's performance, or lack thereof, impacts the perception of the entire company. The individual officer will report any information he or she might have as it relates to: illegal activity, misconduct, and use of drugs or alcohol.

Emergency Response – PS will design and implement an emergency plan that will address responses to threats and potential emergencies. The plan is based on the nationally-recognized Incident Command System (ICS) for emergency response. PS understands that changing security needs in the case of an emergency or major incident may require PS to respond with additional staff. PS is fully prepared to increase our security services in the event of an escalation in the security level (emergencies, civil unrest, fire, or special events). PS will work closely with your management to escalate and de-escalate the need for additional staffing at the site. In the event of an emergency, PS uses the following procedures to ensure that trained staff are on-hand to fill all shifts at the site, including scheduled absences as well as increases in staffing:

- Cross-training PS cross-trains field managers and flex officers. This allows us to have additional support ready to help in an emergency.
- Back-up Staffing PS has a pool of qualified officers who can be available to work on relatively short notice in the event of an escalation and need for additional staff. This includes officers who may be currently assigned to another post as well as flex officers.
- Emergency Planning Our guidelines are designed to help us maintain security services before, during, and after an emergency. This includes situations such as earthquakes, major fires, major civil unrest, or major escalation of the security level. Because each client and each situation is unique, PS works with client management to implement preventive measures such as additional training and site-specific emergency planning.
- Emergency Response Vehicle PS operates an emergency response vehicle especially equipped
 for emergency situations and special events. Our emergency equipment is always at the ready,
 and includes power generators, indoor/outdoor lighting systems, light rescue equipment. All of
 the emergency equipment is checked monthly. This specially-equipped vehicle enables PS to
 respond during an emergency incident or scheduled special events.

Staffing Plan

Patrol Solutions will utilize its training and managerial resources in order to implement a site assessment and training program throughout the transition and delivery of the work plan. Led by Felix Guerrero, our local team will be able to focus on what matters most: officer development with the goal of customer service and asset protection. As our managers begin updating the post orders and implementing our work plan, they will use some of the following resources. For the benefit of the County, our officers,

managers, and client will be supported by our manned 24/7 watch commander station. Our managers are available 24/7 via phone, text, and email as well. Every shift, we have mobile quality control managers (QCMs) who conduct on-site supervision and support. QCMs perform unannounced site visits and have the authority to discipline officers. Delivery of service will not just be in the field. The team at the local office is available to help officers with uniforms, inquiries, and schedule changes if needed. We know the tasks required and are prepared to evaluate and improve wherever possible.

Recruitment Process

We post our open positions on job websites such as Indeed, LinkedIn, and our own company website. Job fairs, the Employment Development Department, flyers, word of mouth, trade shows, and employee referrals are other ways we recruit. Our first intention always is to try and promote from within whenever possible. Whenever we have qualified and deserving internal candidates who are ready to advance in their careers, we try to promote them. Our two most effective recruiting mediums are word of mouth and our online postings. Word of mouth referrals in particular have made a significant impact, as many of our employees are actually recruited by their family members and friends.

Personnel Selection Process

As an equal opportunity employer, PS seeks to hire the best employees in each market served. In order to meet our overall goal of 100% customer satisfaction, the personnel selection process is carefully designed to find the most suitable individuals for each post. The overall objective of our personnel selection process is to have a pool of top-quality professionals on-hand, ready to take on any assignment.

Application: After the applicant has successfully completed the initial questionnaire and progresses to the next phase of the hiring process, the applicant will complete an extensive application. PS takes great pride in providing our clients with accurate and detailed reporting; the applicant must also demonstrate clarity, detail, and accuracy when completing the application document.

Interview: To best assess a potential employee, PS has implemented a multi-step interview process.

- Human Resources Review of Application: After the applicant has completed a comprehensive
 application form, our human resources department reviews the application to find out if there is
 a fit between PS and the applicant. We have a full-time recruiting manager overseeing this
 process.
- Hiring Manager Interview: The hiring manager will conduct an interview with the applicant to better understand the candidate's qualifications and to determine how the applicant satisfies the requirements for a specific assignment. During times when we need to interview many candidates, the recruiting manager will assist with interviews.
- **Optional Client Interview:** As the last interview step, an on-site interview may be conducted by the client if the client chooses this option.

During the interview process, the applicant's language and communication skills are assessed. An applicant must be able to speak, read, and write proper English in order to proceed successfully through the PS personnel selection process.

Training & Work Verification: All applications are verified against listed information. Training is verified with copies of certificates or diplomas, or by contacting relevant organizations. After verification of work experience and training, each new PS employee will complete and pass required PS training modules.

Annual Verifications of Certificates: PS conducts annual verifications of all licenses required for security officers and other staff. In addition, twice a year PS will conduct a check against the Department of Motor Vehicles (DMV) for all officers assigned to the site.

We will adhere to the staffing plan as described in the RFP in Form LW-8. Whenever possible, and if so desired by all involved parties, we seek to retain incumbent officers.

Security Director

Marc Mendoza is our proposed account executive/account manager (Patrol Solutions' on-site supervisor) for this contract. He will function as the daily point of contact for the DPW and manage the project on a day to day basis. His work experience and resume are provided in section 5 of this proposal under the subsection "Key Staff." Marc reports to Felix Guerrero, the director of operations.

Training Programs

Patrol Solutions is committed to the professional growth of every employee within the company. Training is an ongoing process that never stops. All of our active officers are AB2880 compliant and have completed mandatory BSIS training. They must successfully complete the 8-hour BSIS guard card course. In addition, there is a 32-hour BSIS continuing education series of courses. Armed officers are required to have completed the mandatory BSIS training for armed guards. Initial training for new employees is, at a minimum, 8 hours. This includes live training in the field. Depending on the complexity of the position, the field training could range from one full day to one full week, or possibly more. In addition, we can provide field training on an as-needed basis throughout the duration of the project. On-the-job training plans can be further developed and refined after the start of the contract, in the context of a full understanding of the site.

Outline of Training Manual

To provide you with an outline of our training manual, the following items are listed in the table of contents of our officer handbook. We can provide a copy of our handbook upon request.

- Introduction
- Primary Mission Statement
- Security Professional Job Description
- Emergency Response
- Bomb Threats
- General Rules and Procedures
- Special Events
- Reports
- · Handling of Complaints
- Liability Issues
- Laws
- Summary

We also strive to promote ongoing training and officer development. Our director of operations, Felix Guerrero, is a certified trainer in various disciplines including firearms training.

Types of Training

Client-specific Training – PS will train all staff assigned to a client's site in accordance with the specific duties unique to the site and post. Depending on the complexity of the position, the length of time spent

on client-specific training will vary. In dynamic environments, site-specific training may be ongoing to match evolving needs.

Scenario-based Training – Scenario-based training involves real-life situations that are either role-played between the teacher and the student, or video scenarios that are presented and discussed amongst the class.

Cross-training – Officers may be cross-trained on other posts and/or locations in the case of emergency or need for additional officers at that location. Cross training also prepares officers to perform fill-in duties and even further enhance their skill sets.

CPR and First Aid Training – If needed, security officers will receive CPR and first aid training for adults and infants. Certified trainers conduct these trainings in accordance with Red Cross standards to earn a Red Cross certification.

A Note on Training

Our managers will be building and then training our officers based on the materials provided by the following organizations:



Felix Guerrero's Training Certifications

Felix, our director of operations, is a certified trainer for several disciplines, and he can and will provide relevant training to officers assigned to this project so that they will have all of their necessary certifications/licenses before beginning on-site work.

Firearm Training Academy: BSIS Guard Card firearm permit, BSIS PR24 baton, and additional outside training.

American Bike Patrol Services: Bike training certification, bikes repairs, and uniforms.

He is also a certified instructor for the following:

- AVADE (workplace violence and hands-on tactical defense)
- American Red Cross: First Aid/CPR/AED and bloodborne pathogens

Training Curriculum

To best prepare officers for their duties, Patrol Solutions' training is tailored for each client and each post. Training is an ongoing process and is overseen by a dedicated training manager.

Available Training Courses				
Access Control	First Aid and CPR (Red Cross)	Parking and Traffic		
Active Shooter	Handcuffing	Policies and Procedures		
Advanced Criminal Law	Handling Difficult People	Port Safety		
Advanced Search and Arrest	Illness and Injury Prevention	Post Orders and Assignments		

	Program	
Anti- Harassment	Investigation and Reports	Power to Arrest
Chemical Agents	Liability and Legal Aspects	Quality Control Manager
Communication	Loss Prevention	Radio Procedures
Crowd Control	Management Training	Safety Manual
Customer Service	Maritime Security Training Module	Sales Training
DHS Training	MOAB	Shelter Training
Driver Safety	Museum	Supervisor Training
Evacuation Procedures	Observation and Documentation	Time Management
Fire Life Safety	Officer Handbook	Weapons of Mass Destruction
Fire Safety Officer Course	Officer Survival	Workplace Violence

De-escalation Training

Patrol Solutions has a trainer certified in several disciplines of de-escalation training, including AVADE and MOAB. This training enables officers to successfully de-escalate situations, and thus prevents the need for use of force or police intervention. The AVADE training program is an integral piece of an effective workplace violence plan. It teaches officers key topics, including:

- How to recognize the assault cycle
- How to legally defend yourself and others
- How to survive an active shooter situation
- How to create long lasting personal safety habits
- How to avoid being a victim of crime and violence
- How to create long lasting personal safety habits





MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace. It teaches officers how to create a win-win situation in difficult confrontations and resolve conflicts decisively and diplomatically with verbal and non-verbal communication skills, as well as with personal defense and safety skills.

Armed Security Training

All armed security officers at Patrol Solutions must possess an exposed firearm permit, baton permit, and pepper spray permit issued by the State of California, Bureau of Security and Investigative Services (BSIS). BSIS requires security officers to qualify with their firearms every 6 months with their current instructor. In addition to qualifying armed security officers on the basic qualification course, Patrol Solutions' firearms instructors provide instruction on advanced tactics based on well-established national law enforcement standards. These tactics are based on the various assignments that Patrol Solutions armed security officers work, including high-density public areas, crowded facilities, and remote areas. Training is customized to address the evolving trends in criminal threats and tactics, and increasing officer safety.

Mental Health Training

Mental Health First Aid is an 8-hour course that gives people the skills to help someone who is developing a mental health problem or experiencing a mental health crisis. The evidence behind the program demonstrates that it does build mental health literacy, and helps trainees identify, understand, and respond to signs of mental illness. Just as CPR training helps a person with no clinical training assist an individual following a heart attack, Mental Health First Aid training helps a person assist someone experiencing a mental health crisis, such as an individual contemplating suicide. In both situations, the goal is to help support the person until appropriate professional help arrives. Mental Health First Aiders learn a single 5-step strategy that includes assessing risk, respectfully listening to and supporting the individual in crisis, and identifying appropriate professional help and other supports. Participants are also introduced to risk factors and warning signs for mental health or substance use problems, engage in experiential activities that build understanding of the impact of illness on individuals and families, and learn about evidence-supported treatment and self-help strategies. The National Council for Behavioral Health operates Mental Health First Aid USA in partnership with the Missouri Department of Mental Health.

Mental Health First Aid training covers the following topics:

- Introduction to Mental Health First Aid
- Mental Health Problems in the USA
- The Mental Health First Aid Action Plan
- Understanding Depression
- Understanding Anxiety Disorders
- Crisis First Aid for Suicidal Behavior & Depressive Symptoms
- What Is Non-Suicidal Self-Injury?
- Non-crisis First Aid for Depression and Anxiety
- Crisis First Aid for Panic Attacks
- Crisis First Aid for Traumatic Events
- Understanding Disorders in Which Psychosis May Occur
- Crisis First Aid for Acute Psychosis
- Understanding Substance Abuse Disorder
- Crisis First Aid for Overdose
- Crisis First Aid for Withdrawal
- Using Mental Health First Aid

Equipment

Uniforms

Full-time officers receive, at a minimum, two pairs of pants, three shirts, and a jacket. Part-time officers receive, at a minimum, one pair of pants, two shirts, and one jacket. If officers are working in an environment that will regularly place them in the elements, we can provide additional gear for inclement weather and other conditions. We also provide personal protective equipment for officers who work at sites that require it. Officers are responsible for cleaning uniforms. The shirts and jackets are clearly marked with our insignia. However, we have a uniform provider we can work with if alternate uniform styles are desired. For example, some clients may prefer a softer look with polo shirts.

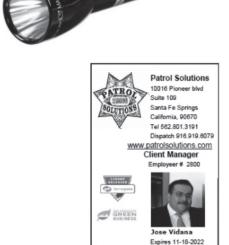




Materials and Equipment

Patrol Solutions provides our officers with the appropriate items for the job including general office supplies and reporting forms. We can provide personal protective equipment (including face masks, hard hats, safety goggles, safety vests, and any other necessary safety gear). We will provide a marked security vehicles, a site cellphone for the security director, and identification badges for all employees. We will provide flashlights and spare batteries. Any officers who are equipped with a baton will carry the appropriate certification. Armed officers are equipped with a County-approved firearm as described in the RFP. These firearms have been approved by senior management and all armed officers are fully trained and certified.







Vehicles

Our marked security patrol vehicles are equipped with flashlights, traffic cones, flares, bannerguard tape, a first aid kit, blanket, and other necessary equipment.







Transition Plan and Timeframes

Our transition plan begins once we receive the awarded contract. The transition timeline indicates the projected lead time and schedule we typically use in normal circumstances after being awarded the contract. Patrol Solutions will:

- Seek to understand and operate in harmony with current work-flow.
- Anticipate and assess the potential impact on various departments and constituencies.
- Learn all rules, policies, and procedures at the site and within the operation.
- Implement the most effective tools, materials, and technology.
- Execute a systematic and smooth transition of responsibility that instills confidence.

As phases of the transition plan conclude, PS incorporates necessary changes and provides updated plans to the client. Administering a complete security program is a multi-step process including: security assessment, security team selection, management team selection, on-site leadership, recruiting, training, monitoring, and supervision and support functions.

Key Personnel Duties and Responsibilities: Before the transition starts, PS will identify the key personnel who will be responsible for delivering the security services and define their duties during the transition.

Documentation, Communication, and Training: PS, together with the client, will establish ongoing communication methods and requirements needed to operate the security program. During the transition process, PS also prepares training schedules that outline training topics, responsible managers, and required attendees.

Transition Timeline

Task Assigned	Date Due	Responsibility
Award letter issued to PS	> 3 weeks prior to startup	Gen. Mgr.
PS transition team assigned and in place	> 3 weeks prior to startup	Dir. of Ops.
Meet with client to obtain site specific information	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Outline and adjust transition plan if needed	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Security and technology assessment	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Management/labor meeting	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Conduct site security survey	> 3 weeks prior to startup	Dir. of Ops./Acc. Mgr.
Introduction letter, application, and drug screen forms	> 3 weeks prior to startup	Human Resources
Interview and select employees	> 3 weeks prior to startup	Human Resources
Prepare wage and benefits package	> 2 weeks prior to startup	Human Resources

On-site training for operations team	> 2 weeks prior to startup	Acc. Mgr.
Gather information about current staff at site	> 2 weeks prior to startup	Human Resources
Provide assessment, training of current staff at site	> 2 weeks prior to startup	Acc. Mgr.
Order all supplies and equipment	> 2 weeks prior to startup	Acc. Mgr.
Deadline for applications to be received	> 2 weeks prior to startup	Human Resources
Order uniforms and duty gear	> 2 weeks prior to startup	Acc. Mgr.
Prepare post orders	> 2 weeks prior to startup	Acc. Mgr.
Select security officers	> 2 weeks prior to startup	HR & Acc. Mgr.
Prepare site-specific training materials	> 1 week prior to startup	Acc. Mgr.
Meet with client to brief on transition progress	Continuous	Acc. Mgr.
Present post orders to client	> 1 week prior to startup	Acc. Mgr.
Meet with client for feedback on first draft of post orders	> 1 week prior to startup	Acc. Mgr.
Ensure each post is fully equipped as specified	> 1 week prior to startup	Acc. Mgr.
Prepare master schedule	> 1 week prior to startup	Scheduling Manager
Fit uniforms and re-order as needed	> 1 week prior to startup	Acc. Mgr.
Retraining of incumbent personnel hired by PS	> 1 week prior to startup	Acc. Mgr.
Service start	TBD	Dir. of Ops./ Acc. Mgr.

Evaluation Calendar

After services begin, we conduct early performance evaluation and additional training as needed. Regular evaluation of officers continues throughout the duration of the contract.

Task Assigned	Date Due	Responsibility
One month evaluation of each officer's performance	30 days after startup	Acc. Mgr.
Training or re-assignment as needed (individual officers)	30 – 45 days after startup	Acc. Mgr.
Three-month evaluation of each officer's performance	< 90 days after startup	Acc. Mgr.
Training or re-assignment as needed (individual officers)	90 – 100 days after startup	Acc. Mgr.

Random Site Inspections

Patrol Solutions understands how important officer accountability and supervision is. When it comes to field inspections, our ideal is to "inspect what you expect." In other words, leadership establishes clear expectations to all field officers. These expectations are verbalized and also written down in the post orders. A quality control manager (QCM) conducts these random site inspections, although at times the account manager or director of operations may make a surprise appearance. The focus is on ensuring that the expectations leadership has established to officers are met. QCMs have the authority to review officer performance and perform corrective actions if needed. Though the QCM is the person who conducts the inspection, the account manager is the individual ultimately responsible for overseeing the inspection element of the security program. Hands-on management, ongoing training, regular client feedback, and corrective actions show our dedication to providing a customer-focused approach. Patrol Solutions conducts unannounced site checks at *least* once per day.

"Inspect what you expect" also applies to the visual inspections that field officers perform as they conduct their patrol rounds. Patrols occur a set amount of times per shift (designated in the post orders), and are take place at random times to prevent predictability.

Proactive Field Support

Alejandra Dukes is our senior quality control manager and will be the primary individual in charge of the inspection. The Patrol Solutions quality control manager (QCM) program is a critical aspect of our proactive quality control process. At other security companies, supervisors tend to go on-site as a response to complaints, after a problem has arisen. At PS, our managers personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

The QCM: This position is staffed by an experienced leader who maintains daily contact with multiple sites and is duly qualified to evaluate field officer performance. There is at least one active QCM every shift (morning, swing, and grave). The QCM uses one of our marked security vehicles to visit our various sites and check in with our officers.

Quality-focused Approach: Leadership establishes clear expectations to field officers, and site checks help make sure those expectations are met. Engaged management, ongoing training, regular client feedback, and corrective actions help maximize and maintain quality.

Random On-site Inspections Overview:

- QCMs work to:
 - Root out potential problems proactively.
 - Support on-site staff.
- At least one on-site inspection per day.
- Time of visits vary from day to day.
- QCM duties during inspections:
 - Evaluate field officers' physical appearance, equipment, and performance.
 - Conduct general review of the site.
 - Solve or make note of any issues raised by the officers and/or client.
- Officers may be given additional training during this time.
- QCMs may meet with facility managers/client liaisons while on site.

Security Guard Background Checks

Patrol Solutions conducts a background check as part of the hiring process. The background check is conducted via Sterling as well as the BSIS. Each individual has to meet or exceed all requirements set forth by the BSIS and Patrol Solutions' standards. Typically, the background check takes about 2-5 business days. We also partner with local live scan fingerprinting sites to facilitate swift fingerprinting.

For driving patrol services, we have the employee read and sign a DMV release form so we can run a check on the individual's driving record. Typically, this is done during the hiring process or before a current employee is transferred to a driving position. The check is conducted to ensure that any security officer assigned to a patrol vehicle position has a valid driver's license.

Form LW-8

Form LW-8. Staffing Plan and Cost Methodology is included as Exhibit A.2 to this contract.

(Refer to Exhibit A.2 for Form LW-8, Staffing Plan and Cost Methodology for each term of this contract for Group E)

7. QUALITY ASSURANCE PROGRAM

A. Policies and Procedures for Quality Control

The quality assurance measures we have in place are designed to ensure that all aspects of the security program are working as effectively as possible. This includes everything from officer training, officer performance, reporting practices, lines of communication, accountability, and more.

Qualified Inspector: The designated qualified inspector for the DPW project is our quality control manager. We have at least one QCM on duty 24/7. Our senior QCM is Alejandra Dukes. She will monitor contract compliance and deal with any customer concerns and inquiries.

Quality Consistency: Our quality control plan is based on the ISO 9000 family of standards established by the International Organization for Standardization. These principles are derived from expert collective experience and knowledge. ISO 9000 philosophies provide a proven framework to guide organizations toward improved performance and operational excellence.

It is the responsibility of the Patrol Solutions management team and on-site personnel to ensure work is conducted in accordance with the specifications outlined through the site-specific post orders, set training standards, the security assessment, contract, and proposal. The quality consistency diagram outlines the expectations, delivery and follow-up in terms of the services performed by PS. Patrol Solutions creates a customized and comprehensive set of post orders that addresses every aspect of safety and security relating to the client's facility and assets. If necessary, Patrol Solutions will update the post orders.

Quality Consistency Diagram



Customer Focus: Client needs can change over time. PS management and staff meet these evolving needs by educated decision-making. Adherence to the ISO principle of "Customer Focus" enables PS to:

- Effectively evaluate and understand customer needs and expectations.
- Invest in company resources that allow PS to better meet the needs of our clients.
- Measure customer experience and satisfaction and respond to feedback with intelligent and immediate solutions.
- Develop customer loyalty and earn new and repeat business.

Management Philosophy: Patrol Solutions promotes a work environment composed of clarity, discipline, and expectation of excellence, so problems are minimized. To maintain quality of services, our management style prioritizes the following concepts:

- Responsive and regular communication to maintain awareness of client needs.
- A more cost-effective business operation means savings are realized by clients in the form of affordable bill-rates as well as reducing needless services and waste.
- Methods of performance that can be measured and continuously improved.

Ongoing Evaluation of Security Program: Vigilant, ongoing evaluation of our security ensures that every facet of our operation meets our goals. This includes the site-specific security program as well as the back-office support and structure. The following information will be reported in the annual evaluation: the effectiveness of services; security improvements originally planned and actually implemented; incidents summary; review of employment plan; recommendations for security improvements; and additional items as necessary.

Quality Improvement Process: The management team attends internal quality control meetings via phone and/or video. Our managers from our various offices discuss issues related to delivering services and identify and analyze any notable challenges and successes. The team offers each other recommendations and implements improvements, sharing best practices across the company.

Corrective Action Procedures

Patrol Solutions values customer satisfaction. In order to provide the best care and service to our clients, we maintain an open dialogue in the spirit of mutual exhortation and collaboration. However, we do acknowledge that there may be times when a client approaches us with an issue or even a complaint. When this happens, we do not dismiss the issue; rather, we examine the situation, identify the problem, and take all possible measures to rectify the situation. We then apply what we have learned to prevent the problem from occurring again in the future. Typically, this means we must identify the root of the problem. Through continual progress reports and follow up between PS and client management, both parties will ascertain the elimination and correction of the problem, as well as ensure together that the preventative measures installed will maintain long-term effectiveness.

The following steps are our guideline for our corrective action procedures:

- 1. Initial communication of the problem.
- 2. Verification of the problem.
- 3. Analysis and broad assessment of the problem.
- Identification of the root cause.
- 5. Take measures to comprehensively address the root cause and eliminate the problem.
 - Develop an action plan that logs and details the above information and presents a solution.
 - b. Review the action plan with the client.
 - c. Execute the action plan in an expedient but detail-oriented manner.
- Follow up tasks: implement preventative measures; maintain communications with client to ensure that the problem doesn't reoccur; proactively analyze the overall site situation to prevent other potential issues from blossoming into full-blown problems.

Dealing with Personnel-related Performance Issues: At times, disciplinary actions may be necessary. The objectives of our disciplinary process are to:

- Document any offense properly.
- Have a fair process applied equally for ALL employees.
- Communicate clear rules to employees.
- Ensure proper steps are followed when an offense occurs.
- Keep a clear paper trail for all employees and their performance.

The disciplinary process starts with the employee committing a violation that warrants disciplinary action. This includes but is not limited to acting contradictory to anything regarding: Patrol Solutions' policies and procedures manual, officer handbook, and safety manual; violations of post orders; and willfully or negligently endangering the life and/or wellbeing of himself/herself or others. Even if some infractions are considered "minor" compared to others, it is important that all infractions are properly documented and handled the same way all the time. This ensures that proper action can be taken in time to prevent further incidents from occurring. It is important to counsel the disciplined employee in order to educate and prevent the same violation(s) from reoccurring. Any steps taken and/or corrective action(s) in the future should be included in the warning. Counseling includes training for the employee and instructions on how to complete their job function along with what the expectations are.

It is always better to work with an employee to help them understand the importance of their job and turn them into a productive Patrol Solutions team member than to terminate them at immediately at the first mistake. The disciplined employee should sign the warning to verify that he/she received and understood the nature of the violation. If the employee believes that they have been mistreated or wrongfully given the warning, he/she should state that in the proper section on the document. A witness should be present when issuing a warning to an employee. The witness must be another supervisor. If the employee does not sign the document (agreeing or not) they are not entitled to a copy of the document. If they sign the document, they are entitled to a copy. All Patrol Solutions site supervisors and management are obligated to report misconduct to the responsible manager. The misconduct must be documented in an incident report or a verbal/written warning report if one was issued in the field. It is important that this information is relayed to the account manager (or higher) with little or no delay in order to prevent any further violations from taking place.

The normal disciplinary procedures are as follows:

- 1st Offense: Verbal warning/counseling.
- 2nd Offense: Written warning and counseling.
- 3rd Offense: Written warning and counseling/suspension.
- 4th Offense: Termination.

Patrol Solutions reserves the right to circumvent this procedure at any time. This procedure does not alter the at-will nature of employment at Patrol Solutions.

B. Inspection Fundamentals

Ultimately, Director of Operations Felix Guerrero has overall responsibility for the inspection system. The account manager, Marc Mendoza, will oversee our inspections on a daily basis. Our quality control managers make unannounced site checks to provide supervision and management for our field officers. A QCM will conduct an unannounced site check at *least* once per shift. QCMs help hold field officers accountable and make sure that they are performing their patrols and inspections (and all of their other

duties) properly. Our senior QCM is Alejandra Dukes. Background and resumes for Marc and Alejandra are included in section 5 of this proposal, in the subsection "Key Staff."

Reports: Field officers are responsible for documenting their daily observations in formal Daily Activity Reports (DARs). DARs contain detailed information about anything notable at the site, including suspicious activities, potential threats, or hazards in the environment. Damaged fences, loose hand railings, leaking water pipes, or anything else that requires attention are noted in the DARs. Well-written and detailed DARs build communication and trust. These are vital tools in any type of investigation and evaluation. Similarly, when needed, officers also complete Incident Reports and Conditions Reports. The QCM reviews all reports for accuracy and completion. These reports are logged in our electronic guard tour system but we also have officers complete hard copies with the same information. Sample forms follow.

Daily Activity Report

Signature:

DAILY ACTIVITY REPORT

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Patrol Solutions of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.

Client: Location: Day Shift Swing Shift Grave Shift Post Equipment Received at Start of Shift

PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT

By signing here you agree to and acknowledge that you have taken your instructed and required breaks during your shift.

Alarm	Loss (keys)	Threats
Breakage	Loss (equipment)	Trespassing
Complaints	Malfunction	Usage/Depletion (refill/change)
Fire	Obstruction	Violence
Flood	Response by Authorities	Visitors (unless listed separate)
Hazard (identified)	Theft	Waste of power/water/gas etc.

PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT

TIME	DAILY ACTIVITY REPORT (DESCRIBE YOUR ACTIVITIES IN DETAIL)	PAGE 1
	START SHIFT	
	FIRST 10 MINUTE BREAK	

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Patrol Solutions of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.

PAGE 2 DAILY ACTIVITY REPORT (DAR) TIME LUNCH BREAK SECOND 10 MINUTE BREAK END OF SHIFT

Incident Report



	IN	ICIDENT RE	PORT			
Client:		Address:		Phone Number:		
Type of Incident:		Place of Inciden	nt:			
Date & Time of Incident:			Police/Fire Yes Client Notif		*	
Name of Reporting Person:			No supervisor	Notified:		
	NAMES OF VICTIMS	S, WITNESSES, I	PERSONS I	NVOLVED, ETC.		
V - Victim W - Witness	S – Subject					
Name	Contact Number		0	rganization/Address		
					-	
	25	O DIDTION OF				
		SCRIPTION OF F	PROPERTY			
(Example: Brand, Model, Co	olor, Year, License o	r Serial Number)				
`						
Description of Incident/Injury	/ (WHO – WHAT- WH	NARRATIV HERE – WHEN –				
Reporting Person's Name:	Signature:		Date/Time	of Report: 2016-04-	PAGE 1	OF 2



INCIDENT REPORT

	NARRATIVE (Cor	ntinued)		
Description of Incident/Injury (WH	O – WHAT- WHERE – WHEN –	HOW)		
		·		
			a	
		6		

`				
Reporting Person's Name:	Signature:	Date/Time of Report: 2016-04-	PAGE 2	OF 2

Conditions Report



Patrol Solutions

CONDITIONS REPORT

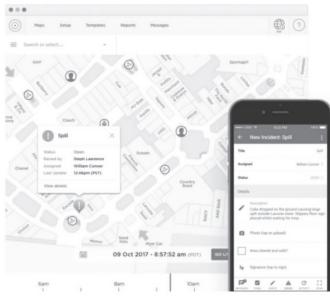
Client Site						Date of Report			
Site Address			Time of Observation						
The following condition was noted and is brought to your attention for information or corrective action as appropriate:									
Location									
Condition Obser	ved								

C. Quality Control Documentation, Review, and Reporting

GuardTek is a full-service and versatile guard touring solution with real-time tracking of officers that also provides customizable reporting capabilities, communication channels for dispatch functions, and a web

portal for client usage.

Intelligent location and communication tools empower our distributed field teams and give you peace of mind. Continuous tracking through GPS, QR near-field communication (NFC), Bluetooth beacons ensure guards are where they're supposed to be. GuardTek provides clients with proof of work to increase satisfaction. The guard tour function works by including timestamps with the scan points, and we usually require guards to use the application to take a photo as well. This ensures that our security guards are properly doing their tour during their scheduled shift. It is much more difficult, if not impossible, to cheat the system when guards are held accountable with the full functionality of the system. GuardTek allows PS management and clients to see where and when guards are active and what is



getting done, in real-time. The digital guard tour system provides every tour with:

- Custom tour sequences
- Step-by-step post instructions
- Live tour updates
- GPS mapping/checkpoint verification
- Optional photo and/or written note reporting requirements for increased accountability
- Instant notifications on checkpoint scanning

Clients have access to a web portal where they can review all guard tours at their convenience, or even set up notifications to receive tour reports immediately or at regularly scheduled intervals. You can even use the web portal to view live tour updates in realtime.

GuardTek also supports daily activity reports, incident reports, and other customizable reports as needed. Officers complete these reports on the app, which are stored online and available 24/7 for the client to review as well. Reports include timestamps, photos, text notes, priority levels, and notification settings. This allows the reporting process to be easily consumable and convenient for the client.

We have included screenshots from the end-user's perspective to demonstrate the system functionalities available to the LADWP. Please note that the entire guard tour is not presented here (there are several more checkpoints with photos), but just enough to give you an understanding of how the report appears on screen.

Tour:



TELECARE CORPORATION

TELECARE PATROL TOUR

Location: TELECARE CO	DRPORATION	Officer: Arrend voelker						
Device: Telecare Corp 5	Site Phone (2d8da7bf8021	:d05)						
Start Time: 8/3/2022 5:57:12 PM	End Time: 8/3/2022 6:17:02 PM	Actual Duration: 00:20	Max. Tour Duration (hh:mm) 01:00 (+/- 0 min.)					
Comments: Tour was e	ended normally							
Are Missing Tags Justi	fied? No							
Reason for Missing Ta	gs:							
Comment for Missing	Tags:							

Compliance

Activity / Incidents Total: 0

% Compliance

Total Tags:





Tour details

Tag Name	Tag S/N	Order	Tag # in Tour	Time
		Read	Tour	

Tag Name	Tag S/N	Order Read	Tag # in Tour	Time	
Employee LL Entrance	FC4978515B27706	1	3	5:57 PM	37° 47' 25.90" N. 122° 13' 19.13" W
Rear Gates	FC49785151FBA53	2	10	6:02 PM	37° 47' 25.12" N. 122° 13' 20.92" W

Tuesday, March 14, 2023

Tag Name	Tag S/N	Order Read	Tag # in Tour	Time	
Main Bldg.	FC4978515236397	6	8	6:08 PM	37° 47' 26.21" N, 122° 13' 19.17" W
Main Parking Lot	FC49785156E43E0	7	4	6:10 PM	37° 47' 27.91" N. 122° 13' 19.26" W



All of these reports are made available to the client online. Most clients prefer to receive one email per day that contains all of that day's reports. This is mainly so that the person receiving the reports isn't constantly bombarded throughout the day with notifications. However, we can adjust the frequency of these reports based on your preference.

8. NO SUBCONTRACTORS

Patrol Solutions understands that subcontractors are not to be used to perform any of the contracted work. We will **not** enlist the use of subcontractors for this contract.

9. FINANCIAL RESOURCES

Three Most Current Financial Statements (Confidential)

Financial Statements are omitted for confidentiality purposes.

10. LICENSES AND CERTIFICATIONS

PPO License



PATROL SOLUTIONS

LICENSE NUMBER: 119966 LICENSE TYPE: PRIVATE PATROL OPERATOR LICENSE STATUS: CURRENT EXPIRATION DATE: FEBRUARY 28, 2025 SECONDARY STATUS: ADMINISTRATIVE FINE

CITY: CITRUS HEIGHTS STATE: CALIFORNIA COUNTY: SACRAMENTO ZIP: 95610

Upon award of contract, we will provide you with the BSIS guard cards for officers assigned to this contract.

11. INSURANCE AND BONDS

Form PW-13

FORM PW-13

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Patrol Solutions Proposer's Name 14241 Firestone Blvd., Suite 400 | La Mirada, CA 90638 Address Тĺ 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. If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. 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.

Form PW-16

FORM PW-16

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Patrol Solutions
Proposer's Name
14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
Address
Proposer will provide a performance bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will procure maintain, and provide the County the performance bond and payment bond, substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon.
Proposer will not provide a performance bond and payment bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will not procure, maintain, and provide the County the performance bond substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual amount each, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon. Checking this box will render your proposal as nonresponsive and will immediately disqualify your firm from further consideration.

12. RECORD KEEPING

Form LW-9

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

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.
1.	TRACKING HOURS WORKED	
1.1.	How does the Proposer track employee hours actually worked?	1.1. We use Trackforce Valiant to track employee hours actually worked.
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?	1.2. Officers report to work at their work location. They clock in using the GuardTek m-Post app at the beginning of their shift.
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?	1.3. Employees' shifts begin when they arrive at their work location at the designated start time. They clock in when their shift begins.

1 of 6

FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
repo sign	REPORTING TIME If does the Proposer know employees actually orted to work and at what time? For example, in sheets, computerized check in, call-in system, ome other method?	 When officers clock in using the GuardTek m-Post app, Patrol Solutions management can be notified in real-time. The app includes GPS functions so management is able to see what time and exactly where the officer is when clocking in.
3.2. 3.3. 3.4. 3.5. 3.6. 3.7.	RECORDS OF ACTUAL TIME WORKED What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the Proposer of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, supervisor, or office staff)? Who checks the records, and what are they checking for? What happens to these records? Are they used as a source document to create Proposer's payroll? ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	3.1. There is a master schedule that documents the official start and end times of every employee's actual work shift. When employees clock in with GuardTek m-Post, all information is instantly available to management via Trackforce Valiant in real time, including exact time and location. When the clock in/out times are verified, a manager uses the system to generate a payroll detail report. Employees also fill out a paper timesheet. 3.2. The Trackforce Valiant system creates a payroll detail report which documents the beginning and ending times of each employee's actual work shifts. The report also includes other related and relevant information to ensure accurate records are documented and archived. 3.3. The records are maintained daily and in real time. 3.4. The account manager and/or office staff create these records using Trackforce Valiant. 3.5. The account manager and/or office staff create these records using Trackforce Valiant. 3.6. The employee actually clocked in and out at the proper time, if not, the manager can edit the document with the actual times to ensure that the employee cannot cheat the system. 3.6. The records are stored in the Trackforce Valiant system. 3.7. Yes, they are used as a source document for payroll. 3.8. We have attached sample payroll detail report. The employee and client names have been redacted.

2 of 6

	to the first term of the first						etail Re	port By	Locati	on	Start Da	e: 10/31/2022		
instamer: ocation:	00	72-000				Regular			Overtime 1	Overtime 2	Vellder	Other Tyresed	Differential	
Date	Tour	Des	Employee Number	Employee	Department	Hours	Rute	Post.	Blended	Hours Eate	Hours Sute		ate Hours Rat	Type
/11/2022	13:15-21:15	EMP	2095	-	CREATER EAST BAY AS	8.00	\$17.00	\$17.00	17:0000					
Na/2022	13:15-21:15	EMP	2095		CREATER EAST BAY AS	2.00	\$1780	\$1700	17 0000					1
W1/3022	13:15-21:15	EMP	8122		GREATER EAST BAY AR.	2.00	\$17.00	\$17.00	17 0000		À			
14/2022	13:15-21:15	EMP	8122	!	CREATER EAST BAY AS	2.00	\$17.60	\$1700	17 0000					
16/2022	13:15-21:15	EMP	1122		CREATER EAST BAY AS	2.00	\$17.00	\$1700	17 0000					
W/2022	13:15-21:15	EMP	2131		CREATER EAST BAY AS	E.00	\$17.00	\$1700	17:0000					
WYZEZZ	13:15-21:15	EMP	2131		- CREATER EAST EAY AS	2.00	\$17.00	\$1700	17:0000					
1072022	13:15-21:15	EMP	2095		CREATER EAST BAY AR.	8.00	\$77.00	\$17.00	17:0000					
90/2022	13:15-21:15	EMP	2695		CREATER EAST BAY AR	1.00	\$17.00	\$1700	17,6004					
10/2022	13:15-21:15	EMP	1122		CREATER EAST BAY AS	2.00	\$17.60	\$1700	170000	h.				
11/2622	13:15-21:15	EMP	8122		CREATER EAST BAY AS	£.00	\$17.00	\$1700	17 0008					1
	13:15-21:15	EMP	8122		CREATER EAST BAY AS	E.00	B1780	\$17.06	17 0000					
12/2022	13:15-21:15	EMP	9018		CREATER EAST BAY AR.	2.00	\$17.80	\$1701	17.0000					
0.1/2/022	13:15-21:15	EMP	9018		CREATER EAST BAY AR	2.80	\$17.80	\$1700	17,0000		· · · · · · · · · · · · · · · · · · ·			
14/2022	13:15:21:15	EMP	9018		GREATER EAST BAY AR	1.00	\$17.66	\$1700	17000					
15/2022	13:15:21:15	EMP	2095		CREATER EAST BAY AS	1.00		\$1700	17,0000					
16/8/82	13:15-21:15	EMP	8122		CREATER EAST BAY AS	E.10	B736	\$17.01	17 0000					
17/2622	13.13-21.15	EMP	8122		CREATER EAST BAY AR		\$17.80	\$1700	17 0000					
8/2622		EMP			CREATER EAST BAY AS		E210	\$1738	17 0000					
1973022	13:15-21:15	EMP	2131 2131		CREATER EAST BAY AR	1.00	\$17.60	\$1700	E7.0000					
/20/2022		EMP					E17.H		17.000					
(21/2/22	13:15-21:15		2131		GREATER EAST BAY AR	1.00	\$17.10	\$1731	17 0000					
A11/3635	13:15-21:15	EMP	9018	;	CREATER EAST SAYAS.	1.10	FI7.80	\$1701	17:0000					
V21V3E22	13:15-21:15	EMP	9018		CREATER EAST BAY AR.	110	\$1780	\$1798	17:0000					
J/24/2022	13:15-21:15	EMP	8122		CREATER EAST BAY AR	2.89	417.65	\$1700						
1/25/2022	13:15-21:15	EMP	\$122		CREATER EAST BAY AR	240	\$17.60	\$1738	17.0000					
V26/2022	13:15-21:15	EMP	. 1122		CREATER EAST BAY AR	4.00	\$17.80	\$1700	17 0000					
VITVIEZZ	13:15-21:15	EMP	2131		CREATER EAST LAY AS.	1.00	\$17.80	\$17.00	17:0000					
catara	13:15-21:15	EMP	2130		CREATER EAST EAY AR	2.10	\$17.80	\$1700	17.0000					
V29V2622	13:15-21:15	EMP	9010		CREATER EAST BAY AR	230	\$17.80	\$1700	17:0000					
V30/2022	13:15-21:15	EMP	981E		CREATER EAST BAY AS	740	\$17.80	\$1798	17:0000					
V31/2022	13:15-21:15	EMP	\$122		CREATER EAST BAY AS.	1.10	\$17.60	\$1700	17/0000					
Annal					Hours				245.00	0.00	0.0	0	0.00	10
					Anount				\$4,216.00	\$0.00	\$3.0	5	nee soe	54,2
						$\overline{}$	Regs	dar		Overtise 1	Overtime 2	Haliday	Other	i
in tal					House				248.00	6.00	0.0		0.00	70
					Ancies				\$4,216,00	\$0.00	\$3.0		000 SO	542
						=							+	+
						-	Regu	lar	248.00	Overtime 1 0.00	Overtice 2	Holiday	Other On	
htital					Hours									
					Ammel				\$4,216.00	\$0.00	\$3.0	s s	000 \$0.0	54,3
							Rece	lar		Overline 1	Overtice?	Holiday	Other]
					Hown				248.00	0.00	an	0	0.00	T (
					Amoret				\$4,216,00	\$0.00	\$3.0		000 SOI	54.2

FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4.	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)	
4.1.	If records of actual time worked are not used to create payroll, what is the source document that is used?	4.1. Records of actual time ARE used to create payroll. The manager checks the Trackforce Valiant system with the employees' timesheets to verify actual time worked.
4.2.	Who prepares and who checks the source document?	4.2. The account manager prepares and checks the source document.
4.3.	Does the employee sign it?	4.3. The employees sign their physical paper timesheets.
4.4.	Who approves the source document, and what do they compare it with prior to approving it?	4.4 The account manager approves the source document, which is the payroll detail report. It is compared with the paper timesheets. In addition, the electronic guard tracking system (which is also used for clock-in and clock-out) is geofenced so that employees cannot clock in when they are not actually at their work site, and if they walk off the work site they will be automatically clocked out. We also have a 24/7 quality control manager (QCM) program. Every shift, a QCM will make at least one unannounced site visit to verify that the officers are all performing their duties appropriately.
5.	BREAKS	Ed. The electronic ground tracking and place tracks appelled a model to a model for a fill out their
5.1.	How does the Proposer know that employees take mandated breaks and meal breaks (periods)?	5.1. The electronic guard tracking app also tracks employee meal breaks. Employees also fill out their paper timesheet which includes their breaks, and they sign those physical sheets.
5.2.	Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?	5.2. We save the physical timesheets that employees sign.
5.3.	If so, who prepares, reviews, and approves such documentation?	5.3. The account manager prepares, reviews, and approves this documentation.

3 of 6

FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW I	PAYROLL IS PREPARED	
and he	s how the Proposer's payroll is prepared ow the Proposer ensures that employee are appropriately paid.	6.1. We use the Trackforce Valiant payroll system. It links time on the schedule with the employee pay rates associated with the type of post, type of shift, and anything else that impacts pay. It automatically calculates overtime rates based on hours worked in the schedule.
	re employees paid (e.g., manually issued cash, automated check, or combination of ds)?	6.2. Employees are paid via automated check. There is a direct deposit option as well. In the event that a paycheck has a mistake, a manual check can be issued with the corrected amount.
straigh	check, do they receive a single check for at time and overtime or are separate ents made?	6.3. Employees receive a single check per pay period with all of their time properly calculated.
	information is provided on the check (e.g., tions for taxes, etc.)?	6.4. The check stub provides information about deductions for taxes, social security, benefits, etc.
AND SHOW (COV ACC)	ACH A COPY OF A PAY CHECK PAY CHECK STUB THAT WS DEDUCTION CATEGORIES /ER UP OR BLOCK OUT BANK OUNT INFORMATION AND EMPLOYEE INFORMATION).	6 5. We have attached a sample paycheck stub that shows the deduction categories.

4 of 6

PATROL SOLUTIONS LLC. CALIFORNIA 6060 SUNRISE VISTA SUITE 1500 CITRUS HEIGHTS, CA 95610 VOUCHER DATE 11 / 22 / 22

(916) 919-6079

VOUCHER NO. 10688

DEPOSIT

THIS IS NOT A CHECK

Redacted

Deposit Amount Description \$1,202.38 Checking

221118134830 000164000140000003

Employee file#

VOUCHER - NON NEGOTIABLE

Redacted 10688 PATROL SOLUTIONS LLC. Dept# DEFAULT Clock# CALIFORNIA PAT595 CA 6060 SUNRISE VISTA FW= S 0 Period Start 11 / 1 / 22 Period Ending 11 / 15 / 22 Check Date 11 / 22 / 22 SUITE 1500 ST= S 1 CITRUS HEIGHTS, CA 95610 \$1,456.00 TAXES \$0.00 NET PAY
YTD DESCRIPTION EARNINGS \$253.62 DEDUCTIONS \$1,202.38 YTD DESCRIPTION \$1,456.00 SSEC AMOUNT REGULAR \$90.27 \$21.11 56.00 26 000 \$1,456.00 \$90.27 MEDI FWT \$21.11 \$101.41 \$24.81 \$101.41 \$24.81 \$16.02 SWTCA EESDICA \$16.02 REG HRS BLENDED OT HRS 0.00 WEIGHTED AVERAGE OT RATE 56.00 OT HRS 0.00 \$0.000

					Hours			Rate	
CUSTOMER	LOCATION	DATE	TOUR	REGULAR	O.T.	HOLIDAY	REGULAR	O.T.	HOLIDAY
LA-01 Redacted		11/7/22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11/8/22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11/9/22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11 / 10 / 22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11 / 11 / 22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11 / 14 / 22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redacted		11 / 15 / 22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000

11/18/2022 1:43:30PM 000164000140000003

FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7.	MANUAL PAYROLL SYSTEM	
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.	Patrol Solutions uses an automated payroll system.
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?	
8.	AUTOMATED PAYROLL SYSTEM	
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.	8.1. The hours worked during the pay period and the wage rates are input into the payroll system, which will calculate the payroll. The payroll system is linked with the scheduling system and beginning the payroll process is as simple as one click.
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?	8.2. It is the manager's responsibility to input the employee's different wage rates into the payroll system's wage matrix for that individual. As long as the information has been inputted accurately, the payroll system will calculate the employee's total wages properly.
8.3.	Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	8.3. The calculation itself is embedded in the software program. However, the manager needs to input the proper data.

5 of 6

FORM LW-9

QUESTION		RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
	TRAVEL TIME How is travel time during an employee's shift paid?	9.1. Travel time is paid at the the same rate as the employee's wage, plus the required California mileage stipend.
9.2.	At what rate is such travel time paid if the employee has multiple wage rates?	9.2. The employee is paid at the rate of the first job that the employee is leaving.
9.3.	Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:	9.3.a. The employee would be paid four hours at the the rate under the County Living Wage contract
	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. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels	(three hours for working at the location, plus one hour for travel), and four hours at the different rate. 9.3.b. The employee would be paid eight hours at the County Living Wage rate (three hours for working at the first location, one hour for travel, and four more hours for the second location).
	an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	
10.1	OVERTIME How does the Proposer calculate overtime wages?	10.1. Overtime rates will apply to work in excess of 8 hours per day or 40 hours per week; any extended shifts and hours performed at the request of the client; additional personnel or hours requested with less than 72 hours' notice, but only for the first 72 hours. Overtime rate is time and a half.
10.2. What if the employee has multiple wage rates?		10.2. Whatever site the employee is working at when they accrue the overtime is the overtime rate they will earn.

6 of 6

13. FORMS LIST

PROPOSER'S DECLARATION FORM

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

<u>DECLARATION:</u> I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN FORMS PW-1 THROUGH PW-10, AND PW-12 THROUGH PW-16, AND FORMS LW-1 THROUGH LW-9 ARE TRUE AND CORRECT.

PRINT NAME: Carl Cunningham TITLE: General Manager

PROPOSER'S NAME: Patrol Solutions

SIGNATURE: Carl Cunningham DATE: 02/27/2023

PW-1: Proposer's Organization Questionnaire/Affidavit

FORM PW-1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PF	ROPOSER NAME: Patrol Solutions	COUNTY WEBVEN NUMBER: 199883				
В	JSINESS ADDRESS: 14241 Firestone Bl	vd., Suite 400 La Mirada, CA 90638				
TELEPHONE NUMBER:		E-MAIL:				
IN.	FERNAL REVENUE SERVICE EMPLOYER ID	DENTIFICATION NUMBER: CALIFORNIA BUSINESS LICENSE NUMBER:				
	Select the option that best defines your firm's business structure: —, Corporation M Limited Liability Company (LLC)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): Patrol Solutions, LLC				
	☐ Limited Partnership☐ Sole Proprietorship	State of Incorporation: California				
1.	☐ Non-Profit ☐ Franchise ☐ Other (Specify)	Year of Incorporation: 2016				
		If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner:				
		If other: Specify business structure name:				
	Is your firm doing business under one or more DBA's?	Name:				
2.	☐ Yes ☑ No	Country of Registration:				
L	Is your firm wholly/majority owned	Year became DBA: If yes, indicate name of Parent Firm and State of Incorporation.				
	by, or a subsidiary of another firm?	Name of Parent Firm:				
	☐ Yes ☑ No					
3.		State of Incorporation or registration of parent firm:				
	Has your firm done business under other names within last five (5) years ?	If yes, indicate any other names and the year of name change. Name(s):				
4.	☐ Yes ☑ No					
		Year(s) of Name Change:				

Page 1 of 2

FORM PW-1 (Continued)

	List names of all joint ventures, partners, subcontractors,	NONE
	or others having any right or interest in this contract or the proceeds	
5	thereof. If not applicable, state	
	"NONE".	
	Is your firm involved in any pending acquisition or mergers?	If yes, please provide additional information regarding the pending merger.
	☐ Yes ☑ No	
6		
	List all names and contact information of all individuals legally	Name: Klinton Kehoe
	authorized to commit the Proposer.	Title: CEO
		Phone: 916-757-3451
		Email: klintonkehoe@patrolsolutions.com
		Name: Carl Cunningham
		Title: General Manager
7		Phone: 415-760-8116
		Email: carlcunningham@patrolsolutions.com
		Name:
		Title:
		Phone:
		Email:
1		

Page 2 of 2

PW-2.1-2.5: Schedule of Prices

Form PW-2. Schedule of Prices is included as Exhibit A.1 to this contract.

(Refer to Exhibit A.1 for Form PW-2, Schedule of Prices for each term of this contract for Group E)

PW-3: Certification of Compliance

FORM PW-3

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

	TITLE	REFERENCE	CERTIFICATIONS		
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? ✓ Yes □ No		
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? ☐ Yes ☐ No		
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? ☐ Yes ☐ No		
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance?		
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable)	Board Policy 5.065	Check the Certification below that is applicable to your company. Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of 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 in this document 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.		
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	Certifies Compliance?		
			Certifies Compliance?		
	Contractor Employee Jury Service Program Certification Form & Application for Exception		If No, identify exemption:		
7		LACC 2.203	☐ My business does not meet the definition of "contractor," as defined in the Program.		
·		LACC 2.203	My business is a small business as defined in the Program.		
			☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.		
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? ✓ Yes □ No If No, identify exemption:		

PW-4: Contractor's Industrial Safety Record

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _	County of Los Angeles Department of Public Works Stormwater Maintenance Field Locations
SERVICE BY PROPOSERSec	purity Services
PROPOSAL DATE: 03/07/23	

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

	2018	2019	2020	2021	2022	Current YTD	Totals
1. Number of contracts.	23	28	34	37	42	44	208
2. Total dollar amount of Contracts (in thousands of dollars).	425,912.29	731,974.71	2,724,276.77	7,554,276.67	8,600,000	1,100,000	21,136,440.44
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	1	4	5	3	13
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	0	3	12	15	3	33

PW-5: Request for Preference Consideration

FORM PW-5

REQUEST FOR PREFERENCE CONSIDERATION

<u>INSTRUCTIONS</u>: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.

☐ PREFERENCE NOT REQUESTED

<u>OR</u>

☑ PF	PREFERENCE REQUESTED (SELECT ALL THAT APPLY)				
Prefe	Preference Program Reference				
Ø	Request for Local Small Business Enterprise (LSBE) Program Preference	LACC 2.204			
	☑ Certification for Non-Federally Funded County Solicitations				
	☑ Certification for Federally Funded County Solicitations				
	Request for Social Enterprise (SE) Program Preference	LACC 2.205			
	☐ Certification for Non-Federally Funded County Solicitations				
	☐ Certification for Federally Funded County Solicitations				
	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	LACC 2.211			

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or \$150,000 in response to any county solicitation.



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

Board of Supervisors February 21, 2023

Hilda L. Solis First District

Andrew Tan PATROL SOLUTIONS, LLC 10016 PIONEER BLVD STE 109 SANTA FE SPGS, CA 90670-6218 Vendor#: 199883 Certification Record #: 093178

Holly J. Mitchell Second District

Lindsey P. Horvath Third District

CERTIFICATION LETTER FOR FEDERALLY FUNDED COUNTY SOLICITATIONS

Janice Hahn Fourth District

Dear Andrew Tan,

Kathryn Barger Fifth District

Director Rafael Carbajal

Chief of Staff Joel Ayala

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) on federally funded solicitations from the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your System for Award Management (SAM) registration as a small business. Your certification expires on June 30, 2023.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which are federally funded and subject to federal restrictions and include the "Request for Preference Consideration" form. You must complete the form and provide a copy of this approval letter in your bid/proposal to receive the preference. To view your L.A. County LSBE certification status, visit: camisvr.co.la.ca.us/webven

As a certified LSBE, your company is also eligible for a 15-day prompt payment through the "Countywide Small Business Payment Liaison and Prompt Pay Program." To request your free Prompt Payment Stamp please email the Office of Small Business at OSB@dcba.lacounty.gov or call (323) 881-3964

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for this certification. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

For questions about this certification or to learn more about resources available to small businesses you can visit us online at DCBA.lacounty.gov, email us at OSB@dcba.lacounty.gov, or call us at (323) 881-3964

Sincerely,

Rafael Carbajal Director

Christian Olmos

Program Chief, Office of Small Business

RC:CO



dcba.lacounty.gov info@dcba.lacounty.gov

320 W. Temple St., RoomG-10, Los Angeles CA, 90012-2706 (213) 974-1452 · (800) 593-8222 · Fax: (213) 687-1137

PW-6: Proposer's Reference List

	FORM PW-6						
PROPOSER'S REFERENCE LIST							
PROPOSER NAME: Patrol Solutions							
PROPOSED CONTRACT FOR: LA County DPW Str	ormwater Maintenance Field Locations (BRC0000374)						
Provide a comprehensive reference list of all contracts for goods a years. Please verify all contact names, telephone and fax number and/or fax numbers, or e-mail addresses will be disregarded. Use A. COUNTY OF LOS ANGELES AGENCIES All contracts with the County during the previous							
SERVICE: N/A SERVICE DATES:	SERVICE: SERVICE DATES:						
DEPT/ DISTRICT:	DEPT/DISTRICT:						
CONTACT:	CONTACT:						
TELEPHONE:	TELEPHONE:						
FAX:	FAX:						
E-MAIL:	E-MAIL:						
SERVICE: SERVICE DATES:	SERVICE: SERVICE DATES:						
DEPT/ DISTRICT:	DEPT/DISTRICT:						
CONTACT:	CONTACT:						
TELEPHONE:	TELEPHONE:						
FAX:	FAX:						
E-MAIL:	E-MAIL:						
B. OTHER GOVERNMENTAL AGENCIES A	ND PRIVATE COMPANIES						
SERVICE: Security SERVICE DATES: 09/2020 to present	SERVICE: Security SERVICE DATES: 01/2021 to present						
AGENCY/ FIRM: Arts District of Los Angeles Business Improvement District	AGENCY/ FIRM: Contra Costa Water District						
ADDRESS: 1801 E. 7th St. Los Angeles, CA 90021	ADDRESS: 1331 Concord Ave. Concord, CA 94520						
CONTACT: Miguel Vargas, Executive Director	CONTACT: Norberto Martinez, Facilities Maintenance Administrator						
TELEPHONE: 213-880-1332	TELEPHONE: 925-688-8146						
FAX:	FAX:						
E-MAIL: miguel@artsdistrictla.org	E-MAIL: facilities@ccwater.com						
SERVICE: Security SERVICE DATES: 06/2020 to present	SERVICE: Security SERVICE DATES: 04/2020 to present						
AGENCY/ FIRM: City of San Francisco Human Services Agency	AGENCY/ FIRM: Logix Federal Credit Union						
ADDRESS: 1440 Harrison St. San Francisco, CA 94103	ADDRESS: P.O. Box 6759 Burbank, CA 91510						
CONTACT: Joseph Villatoro, Security Liaison Officer	CONTACT: Tyson Humpherys, Safety Manager						
TELEPHONE: 415-850-6341	TELEPHONE: 818-565-2155						
FAX:	FAX:						
E-MAIL: joseph.villatoro@sfgov.org	E-MAIL: thumpherys@lfcu.com						

PW-7: Equal Employment Opportunity Certification

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Propos	er's Name Patrol Solutions		
Addres	s 14241 Firestone Blvd., Suite 400 La Mirada, CA 90638		
Interna	Revenue Service Employer Identification Number		
that treat sex	all persons employed by it, its affiliates, subsidiaries, or holding companies ed equally by the firm without regard to or because of race, religion, ancestry, n and in compliance with all antidiscrimination laws of the United States of America fornia.	are a	nd will be I origin, or
1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	d o	YES NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	a	YES NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<u>a</u>	YES 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.	Ø	YES
	establishment of godis and timetables.		NO

PW-8: This form is intentionally removed.

PW-9: Proposer's Debarment History and List of Terminated Contracts

FORM PW-9

PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: Patrol Solutions

1. DEBARMENT HISTORY (Check one)		YES	NO			
Proposer is currently debarred by a public entity			\checkmark			
If yes, please provide the name of the public entity:						
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO			
Proposer has contracts that have been terminated in the past three	e (3) years.		\checkmark			
If yes, please list all contracts that have been terminated prior to ex	xpiration within the last th	nree (3) years	below.			
Name of Service/Contract: Name	e of Entity/Agency:					
Entity/Agency Address:						
Contact Person and Title: Busin	ness Phone:					
Termination Date: Cont	ract Number:					
Reason for Termination:						
Name of Service/Contract: Nam	e of Entity/Agency:					
Entity/Agency Address:						
	ness Phone:					
Termination Date: Cont	ract Number:					
Reason for Termination:						
Name of Service/Contract: Nam	e of Entity/Agency:					
Entity/Agency Address:						
	ness Phone:					
Termination Date: Cont	ract Number:					
Reason for Termination:						

PW-10: Community Business Enterprise (CBE) Information

Instructions for Completing Form PW-10

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION								
	Using numerical digits, enter the total number of individuals employed by the							
Total Number of Employees in California	firm in the state of California.							
	Using numerical digits, enter the total number of individuals employed by the							
Total Number of Employees (including owners)	firm regardless of location.							
	Using numerical digits, enter the make-up of Owners/Partners/Associate							
	Partners and percentage of how ownership of the firm is distributed into the							
	Race/Ethnic Composition categories listed in the table. Final number must							
Race/Ethnic Composition of Firm Table	total 100%.							

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ).Enter all the CBE certifications held by the firm.

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 his/her judgment shall be final.

FORM PW-10

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

		REFERENCE									
1 FIRM/ORGANIZATION			elow is for statis								
INFORMATION			lysis and conside								
		award, contractor/vendor will be selected without regard									
			ion, sex, national	origin, age,							
	sexual orienta	sexual orientation or disability.									
Total Number of Employees in (California:	170									
Total Number of Employees (inc	rluding owners):	170									
Race/Ethnic Composition of Fir following categories:	m. Enter the make	-up of Owners/Pa	irtners/Associate Pa	rtners into the							
ionsering detegories.											
Race Rthric Composition	Owners Associati	Partners	Percentage of Box trie Gmi (s di								
Rassittinis Composition	Assistati	Partners :	thie Omi is di	stributed							
Rass Rethnist Composition	Assistati	Partners :	thie Omi is di	stributed							
Prace Rithnic Composition Black African American Hispanic Latino	Assistati	Partners :	thie Omi is di	stributed							
RassRöhnlic Composition Black/Atrican American Hispanic/Latino Asian or Pacific Islander	Assistati	Partners :	thie Omi is di	stributed							
	Assistati	Partners :	thie Omi is di	stributed							

TITLE		REFERENCE							
2 CERTIFICATION AS MI WOMEN, DISADVANTAGE DISABLED VETERAN, AN LESBIAN, GAY, BISEXUAI TRANSGENDER, QUEER, QUESTIONING-OWNED (I BUSINESS ENTERPRISE	ED, D AND	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following. Check if not applicable							
Argency James	til mortly	Wearen	Disardir primagnid	Disabilio Veteran	tastco				

PW-12: Proposer's Pending Litigations and Judgments

FORM PW-12

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Patrol Solutions										
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)										
 Against □ Proposer; □ Principal; □ Both (check as appropriate) Name of Litigation/Judgment: Case Number: 										
 Court of Jurisdiction: 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)										
 Against □ Proposer; □ Principal; □ Both (check as appropriate) Name of Litigation/Judgment: 										
3. Case Number:										
4. Court of Jurisdiction:										
4. Court of Julistiction.										
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):										
5. Please provide a statement describing the size and scope of the pending/threatened										
5. Please provide a statement describing the size and scope of the pending/threatened										

PW-13: Proposer's Insurance Compliance and Affirmation

FORM PW-13

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

	Patrol Solutions
Prop	oser's Name
1	14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
Addr	ess
ਯ	If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will</u> 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 determined nonresponsive and your proposal will be disqualified. 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.

PW-14: COVID-19 Vaccination Certification of Compliance

This requirement no longer applicable.

PW-15: Statement of Equipment Form

FORM PW-15

AFFIRMATION OF COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: Information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirements of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

Subcontracting is not allowed for the purposes of meeting any of the minimum mandatory requirements, including a Subcontractor in your submitted proposal will render your proposal nonresponsive and disqualify your proposal from further consideration. At the time of proposal submission, Proposer must meet all of the following minimum requirements:

 Proposer must possess a valid and active California-issued private patrol operator license at the time of proposal submission.

ᆏ

Yes. Proposer does have the required valid and active license as specified above. *Please complete the chart below:*

Proposer's Name	Active Dates (Month/Yr.)	License Number	Page No. (Provide page of your proposal detailing this info.)
Patrol Solutions		119966	

- No. Proposer does not have the required valid and active license as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
- Proposer must have a minimum of 5 years of experience providing security services for private and/or public institutions.
 - ∇

Yes. Proposer does have the required years of experience providing the type of security services solicited as specified above. *Please complete the chart below:*

Proposer's Name	Experience Dates (Mo./Yr. to Mo./Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Patrol Solutions	From: 2010	Founded in 2010 and providing security	
	To: Present	services ever since, continuously	

No. Proposer does not have the required years of experience providing the type of security services solicited as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

Page 1 of 2

FORM PW-15 (Continued)

3.	Proposer's supervising employee(s) must have a minimum of 3 years of experience supervising
	security operations.

∇	Yes.	Proposer's	supervising	employee(s)	does	have	the re	equired	years	of e	experi	ience
			pe of securit	y operations	as spe	cified	above	. Pleas	e com	plete	e the	chart
	below	;										

Employee's Name	Experience Dates (Mo./Yr. to Mo./Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)	
Klinton Kehoe, CEO	From: 2009	Began career in security in 2009, became CEO and owner of Patrol Solutions in 2016	10	
	To: Present	OEO and owner or Fatror Solutions in 2016		

No.	Propos	er's	super	vising	emp	loyee	(s) do	oes r	not have	the r	equir	ed years	of exp	erier	nce
supe	rvising	the	type	of sec	curity	oper	ation	s as	specifie	d ab	ove.	Checking	this	box	wil
rend	er your	pro	posal	nonr	espor	nsive	and	will	disqualif	y of	your	proposal	from	furt	he
cons	ideratio	n.													

4.	Proposer must submit a Bid Guarantee of 10 percent of the proposed annual price, as specified
	in Part I, Section 2.A.15, Bid Guarantee. A separate Bid Guarantee must be submitted for each
	Service Location Group the Proposer is submitting a proposal for. Subcontractors will not be
	allowed to fulfill this requirement.

Ø	Yes. Proposer submits the required Bid Guarantee(s) as specified above in an amount no less than 10 percent of the proposed annual price. Page number of your proposal where the Bid Guarantee(s) is/are included:
	No. Proposer does not submit the required Bid Guarantee(s) as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from

	Turtier Consideration.
5.	If awarded a contract, Proposer shall provide a faithful performance bond in an amount no les

than 8	50 perc	ent of the annual contract amount, as specified in Part II, Sample Agreement.	
\square	Yes.	If awarded a contract, Proposer agrees to provide faithful performance bond an	nually

in an amount no less than 50 percent of the annual contract amount.

No. Proposer does not agree to provide faithful performance bond annually in an amount
no less than 50 percent of the annual contract amount. Checking this box will render your
proposal nonresponsive and will disqualify of your proposal from further consideration.

Proposer declares through their signed Declaration Form submitted with their Proposal, under penalty of perjury that the information stated above is true and accurate. 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 sole discretion of the County.

Page 2 of 2

PW-16: Compliance with the Minimum Mandatory Requirements

FORM PW-16

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS STORMWATER MAINTENANCE FIELD LOCATIONS (BRC0000374)

Patrol Solutions
Proposer's Name
14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
Address
Proposer will provide a performance bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will procure, maintain, and provide the County the performance bond and payment bond, substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon.
Proposer will not provide a performance bond and payment bond as set forth in the Sample Agreement, as described in Paragraph Eleven and Twelve of this Request for Proposals, and Proposer will not procure, maintain, and provide the County the performance bond substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual amount each, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon. Checking this box will render your proposal as nonresponsive and will immediately disqualify your firm from further consideration.

14. LIVING WAGE ORDINANCE

Patrol Solutions abides by the Living Wage Ordinance and is **not** applying for exemption.

15. BID GUARANTY

Copy of Bid Bond submitted for Group E is provided herein for reference.



Bid Bond

CONTRACTOR:

(Name, legal status and address) PATROL SOLUTIONS 6060 Sunrise Vista Critrus Heights, CA 95621

(Name, legal status and principal place of business)

ASCOT INSURANCE COMPANY 55 West 46th Street New York, NY 10036

OWNER:

(Name, legal status and address) COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS 900 South Fremont Avenue, Alhambra, CA 91803-1331

BOND AMOUNT: Ten Percent of Amount bid (10% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any) Security Services for Various Public Works Stormwater Maintenance Field Locations (BRC0000374) - Location Group E: Northwest Region

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with

respect to its completion or

Any singular reference to

plural where applicable.

Contractor, Surety, Owner or other party shall be considered

modification

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of March, 2023

PATROL SOLUTIONS (Principal)

(Seal)

(Witness)

(Title)

ASCOT INSURAN

(Surety) (Title)

AIA Document A310™ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County ofLos Angeles	
evidence to be the person(s) acknowledged to me that h	Aston who proved to me on the basis of satisfactory whose name(s) is/are subscribed to the within instrument and /she/they executed the same in his/her/their authorized capacity(ies nature(s)) on the instrument the person(s), or the entity upon behalf 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
VANESSA FONG Notary Public - California Los Angeles County Commission # 2398052 My Comm. Expires Mar 22, 2026	WITNESS my hand and official seal.
	Signature Signature of Notary Public



Ascot Surety & Casualty Company Ascot Insurance Company 55 W 46th Street, 26th Floor New York, NY 10036

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That Ascot Surety & Casualty Company, and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint

Tracy Aston, Rosa E. Rivas, Samantha Russell, Meghan Hanes, Mary Y. Volmar and Vanessa Fong

of Los Angeles, CA and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds. undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bind the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000,000

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an "Authorized Individual" and, collectively, he "Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature

RESCLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facalimite and any such Power of Attorney or certificate learning such facalimite signatures or facalimite seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surely business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute this Power of Attorney on the Companies' behalf, this 23rd day of August, 2022.





ASCOT SURETY & CASUALTY COMPANY ASCOT INSURANCE COMPANY

Tala duigley (Executive Vice President, Surety)

Matthew Kramer (Chief Executive Officer)

STATE OF NEW JERSEY)
COUNTY OF MIDDLESEX) ss.

On this 270 day of Fuel 2 Defore me came the above named Chief Executive Officer of each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of Ascot Surety & Casualty Company and Ascot Insurance Company, and that the seals affixed to the preceding instrument are the corporate seals of Ascot Surety & Casualty Company and Ascot Insurance Company, and that the seal corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

-112015

the undersigned Societary of the Company to lightly that the following sectors of the Resolution adopted by the Board of Directors of the Companies, and the Power of tomer is also one to and correct, and further early that both the Resolution and the Power of Atlantay are still in full force and effect.

This Certificate may be signed by facalimite under and by sufficility of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Providuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by for sightle and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and singlicy on the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the number tiereof.

IN WITNESS WHEREOF. I have herourto setmy hand and affixed the seal of the Companies, the

MAR 1 3 2023 ASCOT SURETY & CASTALTY COMPANY ASCOT INSURANCE COMPANY-

All Claims Notices should be sent to: Ascot Surely & Casualty Company, 55 W 46th Street, 26th Floor, New York, NY 10038; Att

16. ADDITIONAL INFORMATION

Patrol Solutions has a number of competitive advantages that make us the logical choice as the preferred security provider for the County of Los Angeles. These competitive advantages have been developed over the years and show how the PS team focuses on living up to our mission statement: "Our mission is to provide the best security workforce management services, delivered with excellent customer service, for quality clients."

- ★ Experienced and Engaged Management Team PS' executive and management team are readily available to provide support to the on-site staff and all of our clients. Our field management team remains engaged with all site activities. You will have direct access to upper management. Our upper management has backgrounds in managing major public utilities operations, and will apply this expertise for the benefit of the County of Los Angeles Department of Public Works. Felix Guerrero, our director of operations, has direct experience serving the DPW security contract in the past, when he worked for another security company, and he is exceptionally familiar with the needs, priorities, and values of the County.
- → Cultural Sensitivity PS is a particularly diverse company, employing people from a range of different backgrounds and cultures. With a corporate focus on hiring a diverse workforce, we've developed a high level of cultural sensitivity.
- → Dispatch Center PS operates a 24/7 dispatch center that supports all field personnel and allows staff to monitor assets in the field (vehicles and employees). The dispatcher is also the central hub for emergencies or special requests.
- → Customer Service Focus We know that customer service is crucial in providing a complete security solution for officers who interact with the general public. PS has developed several programs and training methodologies to enhance the customer service skills for our officers.
- ★ Emergency Response PS develops emergency plans for all clients. PS has specially-equipped vehicles and trained staff to handle different emergencies. These emergency response plans are designed in accordance with the Incident Command System.

It is our hope that you and your team have developed a favorable opinion about Patrol Solutions, and that we have been able to address how we will develop, implement, and deliver the best possible security program for the County of Los Angeles Department of Public Works Stormwater Maintenance Field Locations.

Thank you for the opportunity to provide your team with this proposal.

The Patrol Solutions Team