

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 1460 ALHAMBRA, CALIFORNIA 91802-1460

> IN REPLY PLEASE REFER TO FILE

March 19, 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:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

45 March 19, 2024

JEFF LEVINSON INTERIM EXECUTIVE OFFICER

SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS
ROAD MAINTENANCE FIELD LOCATIONS AND PARK-N-RIDE LOTS
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award three services contracts to Patrol Solutions, LLC, for armed and unarmed security services at various Public Works 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 an independent contractor than by County employees.
- 3. Award and direct the Chair to execute three 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 \$4,000,583 for Group 1, north area yards; \$4,269,339 for Group 2, east area yards; and \$3,421,661 for Group 3, Countywide park-n-ride lots.

The Honorable Board of Supervisors 3/19/2024 Page 2

- 4. 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, Patrol Solutions, LLC, has 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.
- 5. 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 contract 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 the contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award three services contracts to Patrol Solutions, LLC, to provide armed and unarmed security services at various Public Works maintenance yards, rideshare parking lots, and other facilities throughout the County of Los Angeles.

The work to be performed will consist of observing and reporting any issues, which 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. The recommended contractor has the specialized expertise, equipment, and training necessary to help reduce crime, vandalism, and theft of County property and will provide these services accurately, efficiently, timely, and in a responsive manner to support Public Works in meeting these goals.

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 contractor. The sums for each term of the maximum contract periods, if all optional renewal periods are exercised for each respective contract, are as listed in Enclosure A, for overall maximum potential contract sums as follows:

A maximum potential contract sum of \$4,000,583 for Group 1, north area yards.

A maximum potential contract sum of \$4,269,339 for Group 2, east area yards.

A maximum potential contract sum of \$3,421,661 for Group 3, Countywide park-n-ride lots.

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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 Public Works' Fiscal Year 2023-24 various fund budgets:

Funding for Group 1, north area yards, is included in the Road Fund (B03 – Services and Supplies).

Funding for Group 2, east area yards, is included in the Road Fund (B03 – Services and Supplies), Internal Services Fund (B04 – Services and Supplies), and Consolidated Sewer Maintenance Fund (GA9 – Services and Supplies).

Funding for Group 3, Countywide park-n-ride lots, is included in the Transit Operations Fund (CP6 – Services and Supplies).

Any unused authorized amounts up to 25 percent from the previous contracts' terms will roll over into subsequent renewal terms. The total annual expenditures for these services will not exceed the maximum contract 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 contractor for these services is Patrol Solutions, LLC, located in Norwalk, California. These contracts will commence on April 1, 2024, or upon the Board's approval, whichever occurs last, 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 contract for these services has an expiration date of March 31, 2024; however, it will expire upon award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractor.

County Counsel has approved the recommended contracts, which have been executed by Patrol Solutions, LLC (Enclosures B.1 through B.3). 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 contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

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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 contractor has agreed to pay its 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 March 20, 2023, a notice of the Request for Proposals 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 Daily Breeze, The Signal (Santa Clarita), World Journal, Watts Times, The Malibu Times, Long Beach Press-Telegram, and Pasadena Star News. Public Works also informed 1,460 Local Small Business Enterprises, 180 Disabled Veteran Business Enterprises, 168 Social Enterprises, 1,013 Community Business Enterprises, 105 independent contractors, various business development centers, and municipalities about this business opportunity.

On April 18, 2023, four proposals were received. All proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, 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 these contracts be awarded to the highest rated, lowest cost, responsive and responsible proposer, Patrol Solutions, LLC, located in Norwalk, California.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of 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.

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CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE

Director

MP:em:ao

Enclosures

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

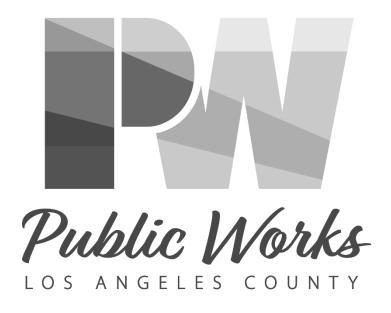
SERVICES CONTRACT TRANSPORTATION CORE SERVICE AREA AWARD OF SERVICES CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS ROAD MAINTENANCE FIELD LOCATIONS AND PARK-N-RIDE LOTS (SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5) (3 VOTES)

This Board letter has large enclosures.

Click on link to access:

2024.03.19 RMD Field Security (FTP Large Enc)

Agreement



BY AND BETWEEN
LOS ANGELES COUNTY
PUBLIC WORKS

AND

PATROL SOLUTIONS, LLC

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS

GROUP 1: NORTH AREA YARDS

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AGREEMENT FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS ROAD MAINTENANCE FIELD LOCATIONS – GROUP 1, NORTH AREA YARDS

THIS AGREEMENT, made and entered into this 19th day of March, 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.

<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 April 18, 2023, hereby agrees to provide services as described in this Contract for Security Services for Various Public Works Road Maintenance Field Locations – Group 1, North Area Yards.

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 \$769,121; the sum for the first optional annual term is \$791,891; the sum for the second optional annual term is \$815,621; the sum for the third and final optional annual term is \$840,174; and a month-to-month extension up to 6 months at the PW-2.4A rates for \$420,087, for a total not to exceed maximum potential contract sum of \$3,636,894 for the entire contract period if all optional terms are exercised or such greater amount as the Board may approve (Maximum Contract Sum). Up to 25 percent of any unused annual term amount may be utilized in the subsequent optional term.

<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 on April 1, 2023, or upon Board approval, whichever occurs last. 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-tomonth 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.

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.

<u>FOURTEENTH</u>: : A faithful performance bond, substantially in the form attached as the Exhibit J, 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.

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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.



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.

, and an examination	,					
State of California County ofSacramento)					
On December 5, 2023	before me,		o, Notary Public			
personally appeared KLINTN		(moort namo ar				
who proved to me on the basis of sa subscribed to the within instrument a his/her/their authorized capacity(ies) person(s), or the entity upon behalf of	atisfactory evider and acknowledg), and that by his	jed to me that he s/her/their signa	e/she/they executed the same in ature(s) on the instrument the			
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.		Weer 4	MELVIN MARIO COMM. # 2360780 HOTARY PUBLIC GEALFORNA SACRAMENTO COUNTY COMMETTE COUNTY COUNTY COMMETTE COUNTY			
Signature		(Seal)	Comm. Exp. JULY 6, 2025			

SCOPE OF WORK

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

GROUP 1: NORTH AREA YARDS

A. Public Works Contract Managers

Public Works' Contract Manager (CM) for this service will be Ms. Elvia Hernandez of our Road Maintenance Division. Ms. Hernandez can be reached by phone at (626) 458-3991, or by e-mail at elhernand@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) delegating them the authority to also request work under this Contract. The CM and/or PWRs shall be the only persons authorized by Public Works to request work from the Contractor. Public Works may change the CM and/or PWR 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

Work locations, hours, and days of service are as indicated in Exhibit G, Security Services Group Locations and Schedules for the following sites:

- 1. Palmdale Yard (MD5)
- 2. RD Yard (Lancaster)

Work locations and the number of hours may be increased or reduced 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 through PW-2.4A, 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 Form PW-2A, Schedule of Prices, for

the Group Location, 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. The supervisory line items on Schedule of Prices, Forms PW-2.1A through 2.4A for Security Supervisor and Security Manager are reserve hours for on-call duty should additional work be required at a given post which calls for supervisory level detail. These items will be provided by the Contractor only upon request and sole discretion of Public Works. 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 Form PW-2A, Schedule of Prices, for the 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; observe and report activity pertinent to the security of the premises; document and log information and provide information to the CM and/or PWR; 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 always present a professional demeanor. 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.
- f. Security officers shall have at the ready, contact information for local law enforcement in the event of an emergency.

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 (Vehicle and On-Foot)

- a. Security officers shall conduct all vehicle and foot patrols as defined by the CM and/or PWR. Locations requiring vehicular patrols shall be conducted 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 conducting vehicle patrols 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 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.
- d. For designated sites, the Contractor shall provide real-time tracking using Global Positioning System (GPS) enabled location monitoring for all duty guards. Software to track security officer's location must be web-based and accessible to the Contract Manager and any additional Public Works personnel requested. Tracking software shall maintain a minimum of 30 days of tracking data that can be retrieved through the software.

Locations requiring the web-based GPS location tracking are as indicated on Exhibit G, Service Schedules and Locations. The Contractor shall factor in all costs associated with providing the GPS location tracking into their guard rates on Schedule of Prices, Form PW-2.1A through 2.4A.

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. 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. Should site inspection be requested by the CM/PWR, the Contractor shall provide sufficient supervisory staff on each shift to ensure that each post assignment may be inspected at least once each shift.

Furthermore, to ensure protocols are being followed and/or to mitigate any issues, the Contractor or its designated representative may be required to meet 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.
- 3. 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 all officers assigned to work at Public Works facilities, are of sound physical, emotional, and mental health as 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 Form PW-2A, 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 Lieutenants shall be at the rate indicated on Form PW-2A, Schedule of Prices.

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 <u>unsuitable</u> 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. <u>Contractor's Quality Control Plan</u>

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.
- 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.

Contractor's costs associated with providing the services in accordance with the contract inclusive of client management, oversight, quality assurance, supervision, equipment, training, uniforms, administrative costs, overhead, fuel, transportation, etc. shall be included in the hourly rates provided in Form PW-2.1A through PW-2.4A, Schedule of Prices hourly rates.

I. <u>County-Furnished Items</u>

- 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, where available. 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. This does not replace the Contractor's requirement to provide officers who are quipped with functional mobile phone and two way radio on their person at all times.
 - b. The Radio-telephone Operations Manual shall be provided by the County upon request, to 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 (if any) 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 I) 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. Any 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. Ammunition pouch (armed security officers only);
- m. 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);
- n. 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. (armed security officers only);
- o. 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. (armed security officers only);
- p. Rain gear (as necessary);
- q. Jacket (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 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 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 or unannounced inspection
- 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
- 4) Video monitoring/recording
- 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

- 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 Form PW-2A, Schedule of Prices, 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, may 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.
- 3. 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 H) 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 CM 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. Dept. 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 CM 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.

NOTE: Form PW-2.1 – 2.5 is revised as PW-2.1A – 2.5A to correctly reflect annual sums based on the hourly rates as originally submitted, in accordance with RFP Part I, Section 3, Item L, Proposal Prices and Agreement of Figures.

FORM PW-2.1A (Group 1) Initial Term

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS - GROUP 1: NORTH AREA YARDS (BRC0000353)

North Area Yards: Palmdale and Lancaster Area Yards

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 (Group 1), 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.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Hourly Rate X Estimated Units)
1.	Security Officer (Armed) GPS Tracking Enabled Guard	\$35.24 /hr.	11,752	\$ <u>414,140.48</u>
2.	Security Officer (Armed)	\$35.03 /hr.	2,000	\$ <u>70,060.00</u>
3.	Security Officer (Unarmed)	\$32.44 /hr.	1,500	\$_48,660.00
4.	Security Supervisor (Armed)	\$35.78 /hr.	500	\$ <u>17,890.00</u>
5.	Security Manager (Armed)	\$36.74 /hr.	500	\$ 18,370.00
	TOTAL PI	\$_569,120.48		

oposoi di competitoi ili tile pui poso d	n recarding competition
MOBILE	E-Mail Address
415-760-8116	carlcunningham@patrolsolutions.com
STATE PRIVATE PATROL OPERATOR'S LICENSE NO.	DATE
119966	11/27/23
	MOBILE 415-760-8116 STATE PRIVATE PATROL OPERATOR'S LICENSE NO.

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS - GROUP 1: NORTH AREA YARDS (BRC0000353)

North Area Yards: Palmdale and Lancaster Area Yards

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 (Group 1), 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.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Hourly Rate X Estimated Units)
1.	Security Officer (Armed) GPS Tracking Enabled Guard	\$36.65 /hr.	11,752	\$ <u>430,710.80</u>
2.	Security Officer (Armed)	\$36.43 /hr.	2,000	\$_72,860.00
3.	Security Officer (Unarmed)	\$33.74 /hr.	1,500	\$ 50,610.00
4.	Security Supervisor (Armed)	\$37.21 /hr.	500	\$_18,605.00
5.	Security Manager (Armed)	\$38.21 /hr.	500	\$_19,105.00
	TOTAL PI	\$591,890.80		

LEGAL NAME OF PROPOSER		
Patrol Solutions		
PHONE 310-490-9804	MOBILE 415-760-8116	E-MAIL ADDRESS carlcunningham@patrolsolutions.com
Business License No. 0003188059-0001-6	STATE PRIVATE PATROL OPERATOR'S LICENSE NO. 119966	DATE 11/27/23

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS - GROUP 1: NORTH AREA YARDS (BRC0000353)

North Area Yards: Palmdale and Lancaster Area Yards

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 (Group 1), 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.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Hourly Rate X Estimated Units)
1.	Security Officer (Armed) GPS Tracking Enabled Guard	\$38.12 /hr.	11,752	\$ <u>447,986.24</u>
2.	Security Officer (Armed)	\$37.89 /hr.	2,000	\$ <u>75,780.00</u>
3.	Security Officer (Unarmed)	\$35.09 /hr.	1,500	\$ <u>52,635.00</u>
4.	Security Supervisor (Armed)	\$38.70 /hr.	500	\$ <u>19,350.00</u>
5.	Security Manager (Armed)	\$ 19,870.00		
	TOTAL PI	\$ _615,621.24		

LEGAL NAME OF PROPOSER		
Patrol Solutions		
PHONE	Mobile	E-Mail Address
310-490-9804	415-760-8116	carlcunningham@patrolsolutions.com
Business License No.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO.	DATE
0003188059-0001-6	119966	11/27/23

(Group 1) Option Term 3

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS - GROUP 1: NORTH AREA YARDS (BRC0000353)

North Area Yards: Palmdale and Lancaster Area Yards

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 (Group 1), 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.

ITEM	DESCRIPTION	HOURLY RATE (Unit Rates)	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Hourly Rate X Estimated Units)
1.	Security Officer (Armed) GPS Tracking Enabled Guard	\$39.64 /hr.	11,752	\$_465,849.28
2.	Security Officer (Armed)	\$39.40 /hr.	2,000	\$_78,800.00
3.	Security Officer (Unarmed)	\$36.49 /hr.	1,500	\$ 54,735.00
4.	Security Supervisor (Armed)	\$40.25 /hr.	500	\$_20,125.00
5.	Security Manager (Armed)	\$41.33 /hr.	500	\$_20,665.00
	TOTAL PI	\$_640,174.28		

LEGAL NAME OF PROPOSER		<u> </u>
Patrol Solutions		
PHONE 310-490-9804	MOBILE 415-760-8116	E-MAIL ADDRESS carlcunningham@patrolsolutions.com
Business License No. 0003188059-0001-6	State Private Patrol Operator's License No. 119966	DATE 11/27/23

SCHEDULE OF PRICES SUMMARY SHEET FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS - GROUP 1: NORTH AREA YARDS (BRC0000353)

North Area Yards: Palmdale and Lancaster Area Yards

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)	\$ <u>569,120.48</u>
2 of 4	Option Term 1 (Form PW-2.2A)	\$_591,890.80
3 of 4	Option Term 2 (Form PW-2.3A)	\$_615,621.24
4 of 4	Option Term 4 (Form PW-2.4A)	\$_640,174.28
ТОТ	AL OVERALL PROPOSED PRICE: (SUM OF ALL 4 TERMS ABOVE)	\$ 2,416,806.80
AVERA	GE ANNUAL PROPOSED PRICE: (SUM OF ALL TERMS DIVIDED BY FOUR)	\$ 604,201.70

Forms LW-8.1A through 8.4A were revised to correct calculation errors present in the originally submitted LW-8.1 through 8.4 Forms.

NOTE: Proposer to fill in information in highlighted cells.

FORM LW-8.1A

TERM 1 of 4

(Group 1)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

GROUP 1 – NORTH AREA YARDS: Palmdale Yard - MD5 and RD 555 Yard

POSITION/TITLE *			HOUR	S PEF	R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED	
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	MON TUE WED THU FRI SAT PER WEEK		HOURS (Annually) WAGE RATE		* COST					
PALMDALE YARD - MD5	14	14	14	14	14	14	14	98	5096			
Armed Security Officer (1)	14	14	14	14	14	14	14	98	5096	\$20.82	\$	106,098.72
Armed Security Officer (2)								0	0	\$21.33	\$	-
Armed Security Officer (3)								0	0	\$21.84	\$	
RD 555 YARD	24	14	14	14	14	24	24	128	6656			
Armed Security Officer (1)	24	14	14	14	14	24	24	128	6656	\$20.82	\$	138,577.92
Armed Security Officer (2)								0	0	\$21.33	\$	
Armed Security Officer (3)								0	0	\$21.84	\$	-
ADDITIONAL ON-CALL												
Armed Security Officer			0	N-CAL	L			Varies	2000	\$20.82	\$	41,640.00
Unarmed Security Officer			0	N-CAL	L			Varies	1500	\$19.41	\$	29,115.00
Armed Security Sergeant (Supervisor)	\top		0	N-CAL	L			Varies	500	\$21.33	\$	10,665.00
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$21.84	\$	10,920.00
Comments/Notes:									[A]	Total Salaries	\$	337,016.64
					(1) Va	cation	ns, Sic	k Leave, Holid	day		\$	31,111.19
					(2) He	alth I	nsuran	ce	•		\$	15,030.75
					(3) Pa	yroll 7	Taxes (& Workers' Co	ompensation		\$	53,823.65
					(4) W	elfare	and P	ension			\$	2,596.17
								[B] Total	Employee Bene	efits (1+2+3+4)	\$	102,561.76
					(5) Equipment Costs						\$	18,759.79
					(6) Se	rvice	and Si	upply Costs			\$	68,430.90
					(7) G	eneral	and A	dministrative	Costs		\$	20,232.29
					(8) Pr	ofit	·				\$	22,119.10
								[C]	Total Other Co	osts (5+6+7+8)	\$	129,542.08
							τοτ	AL PROPO	SED ANNI	JAL PRICE:	¢	569,120.48

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.

Carl Cunningham	Carl Cunningham	11/29/23
Proposer Authorized Representative	Signature	Date

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.

Forms LW-8.1A through 8.4A were revised to correct calculation errors present in the originally submitted LW-8.1 through 8.4 Forms.

NOTE: Proposer to fill in information in highlighted cells.

FORM LW-8.2A

TERM 2 of 4

(Group 1)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

GROUP 1 – NORTH AREA YARDS: Palmdale Yard - MD5 and RD 555 Yard

POSITION/TITLE * (EACH EMPLOYEE LISTED SEPARATELY)			HOUR	S PEF	R DAY			HOURS	ESTIMATED	HOURLY		CALCULATED
		SUN MON TUE WED		THU FRI SAT		PER WEEK	HOURS (Annually)	WAGE RATE**	COST			
PALMDALE YARD - MD5	14	14	14	14	14	14	14	98	5096			
Armed Security Officer (1)	14	14	14	14	14	14	14	98	5096	\$21.65	\$	110,328.40
Armed Security Officer (2)								0	0	\$22.18	\$	-
Armed Security Officer (3)								0	0	\$22.71	\$	-
RD 555 YARD	24	14	14	14	14	24	24	128	6656			
Armed Security Officer (1)	24	14	14	14	14	24	24	128	6656	\$21.65	\$	144,102.40
Armed Security Officer (2)								0	0	\$22.18	\$	-
Armed Security Officer (3)								0	0	\$22.71	\$	-
ADDITIONAL ON-CALL												
Armed Security Officer			0	N-CAL	.L			Varies	2000	\$21.65	\$	43,300.00
Unarmed Security Officer			0	N-CAL	.L			Varies	1500	\$20.19	\$	30,285.00
Armed Security Sergeant (Supervisor)			0	N-CAL	.L			Varies	500	\$22.18	\$	11,090.00
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$22.71	\$	11,355.00
Comments/Notes:									[A]	Total Salaries	\$	350,460.80
					(1) Va	cation	ns, Sicl	k Leave, Holid	day		\$	32,355.64
					(2) Health Insurance					\$	15,631.98	
					(3) Pa	yroll 7	Taxes 8	& Workers' Co	ompensation		\$	55,976.60
					(4) W	elfare	and P	and Pension			\$	2,700.01
								[B] Total	Employee Bene	efits (1+2+3+4)	\$	106,664.23
					(5) Equipment Costs					\$	19,510.19	
						(6) Service and Supply Costs					\$	71,168.13
(7) General and a							General and Administrative Costs			\$	21,041.58	
(8) Profit							\$	23,045.87				
								[C]	Total Other Co	osts (5+6+7+8)	\$	134,765.77
							ΤΟΤ	AL PROPO	OSED ANNU	JAL PRICE:	\$	591,890.80

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.

Carl Cunningham	Carl Cunningham	11/29/23
Proposer Authorized Representative	Signature	Date

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-8.3A

TERM 3 of 4

(Group 1)

NOTE: Proposer to fill in information in highlighted cells.

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

• GROUP 1 - NORTH AREA YARDS: Palmdale Yard - MD5 and RD 555 Yard

POSITION/TITLE *			HOUR	S PEF	RDAY			HOURS	ESTIMATED	HOURLY	CALCULATED	
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	COST	
PALMDALE YARD - MD5	14	14	14	14	14	14	14	98	5096			
Armed Security Officer (1)	14	14	14	14	14	14	14	98	5096	\$22.52	\$	114,761.92
Armed Security Officer (2)								0	0	\$23.07	\$	-
Armed Security Officer (3)								0	0	\$23.62	\$	-
RD 555 YARD	24	14	14	14	14	24	24	128	6656			
Armed Security Officer (1)	24	14	14	14	14	24	24	128	6656	\$22.52	\$	149,893.12
Armed Security Officer (2)								0	0	\$23.07	\$	-
Armed Security Officer (3)								0	0	\$23.62	\$	-
ADDITIONAL ON-CALL												
Armed Security Officer		ON-CALL						Varies	2000	\$22.52	\$	45,040.00
Unarmed Security Officer		ON-CALL						Varies	1500	\$21.00	\$	31,500.00
Armed Security Sergeant (Supervisor)		ON-CALL						Varies	500	\$23.07	\$	11,535.00
Armed Security Lieutenant (Manager)			0	N-CAL	.L			Varies	500	\$23.62	\$	11,810.00
Comments/Notes:									[A]	Total Salaries	\$	364,540.04
					(1) Va	cation	ns, Sicl	k Leave, Holid	day		\$	33,641.64
					(2) Health Insurance				\$	16,252.00		
	(3) Payroll Taxes & Workers' Compensation					\$	58,182.16					
					(4) Welfare and Pension				\$	2,762.84		
								[B] Total	Employee Bene	efits (1+2+3+4)	\$	110,838.64
					(5) Equipment Costs					\$	20,315.00	
				(6) Service and Supply Costs					\$	73,946.60		
					(7) General and Administrative Costs				\$	21,940.20		
					(8) Pr	ofit					\$	24,040.76
								[C]	Total Other Co	osts (5+6+7+8)	\$	140,242.56
							ΤΟΤ	AL PROPO	OSED ANNU	IAL PRICE:	\$	615,621.24

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.

Carl Cunningham	Carl Cunningham	11/29/23
Proposer Authorized Representative	Signature	Date

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.

Forms LW-8.1A through 8.4A were revised to correct calculation errors present in the originally submitted LW-8.1 through 8.4 Forms.

NOTE: Proposer to fill in information in highlighted cells.

FORM LW-8.4A

TERM 4 of 4

(Group 1)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

GROUP 1 – NORTH AREA YARDS: Palmdale Yard - MD5 and RD 555 Yard

POSITION/TITLE *			HOUR	RS 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
PALMDALE YARD - MD5	14	14	14	14	14	14	14	98	5096			
Armed Security Officer (1)	14	14	14	14	14	14	14	98	5096	\$23.42	\$	119,348.32
Armed Security Officer (2)								0	0	\$23.99	\$	-
Armed Security Officer (3)								0	0	\$24.57	\$	-
RD 555 YARD	24	14	14	14	14	24	24	128	6656			
Armed Security Officer (1)	24	14	14	14	14	24	24	128	6656	\$23.42	\$	155,883.52
Armed Security Officer (2)								0	0	\$23.99	\$	-
Armed Security Officer (3)								0	0	\$24.56	\$	-
ADDITIONAL ON-CALL												
Armed Security Officer		ON-CALL Varies						2000	\$23.42	\$	46,840.00	
Unarmed Security Officer		ON-CALL Varies 15						1500	\$21.84	\$	32,760.00	
Armed Security Sergeant (Supervisor)		ON-CALL						Varies	500	\$23.99	\$	11,995.00
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$24.56	\$	12,280.00
Comments/Notes:									[A]	Total Salaries	\$	379,106.84
					(1) Va	cation	ns, Sicl	k Leave, Holid	day		\$	34,987.31
					(2) Health Insurance				\$	16,902.08		
		(3) Payroll Taxes & Workers' Compensation					\$	60,509.45				
					(4) Welfare and Pension					\$	2,873.35	
								[B] Total	Employee Bene	efits (1+2+3+4)	\$	115,272.19
					(5) Equipment Costs					\$	21,127.60	
				(6) Service and Supply Costs					\$	76,904.46		
					(7) General and Administrative Costs					\$	22,817.81	
					(8) Pr	ofit					\$	24,945.38
								[C]	Total Other Co	osts (5+6+7+8)	\$	145,795.25
							ΤΟΤ	AL PROPO	OSED ANNU	IAL PRICE:	6	640,174.28

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.

Carl Cunningham	Carl Cunningham	11/29/23
Proposer Authorized Representative	Signature	Date

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. Where the contracting party is a District, the term County includes the County and the contracting District.

<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.

<u>Public Works</u>. 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. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

- 1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment 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 pending any 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, 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, County. 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 1. 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 County will refer GAIN and GROW interview qualified candidates. 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

- 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. <u>Notice of Delays</u>

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 books. and accounting records pursuant documents. 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.
- 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. 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. Subcontracting

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

- 1. If Contractor desires to Subcontract, Contractor 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.
- 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. <u>Validity</u>

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. Time Off for Voting

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 Policy

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. <u>Contractor Independence</u>

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 liable for any 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. <u>Termination/Suspension for Improper Consideration</u>

- 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.
- 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. 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. <u>Labor</u>

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.
- 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.
- 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. <u>General Insurance Requirements</u>

- 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.
- 2. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, 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. Certificates and copies of any 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. 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. <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. Subcontractors of Contractor

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>

- 1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor 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.
- Liquidated Damages: It is mutually understood and agreed that b. 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. Use of Full-Time Employees

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. <u>Contractor Standards</u>

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. Defaulted Property Tax Reduction Program

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

B. <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:

- 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.

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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.

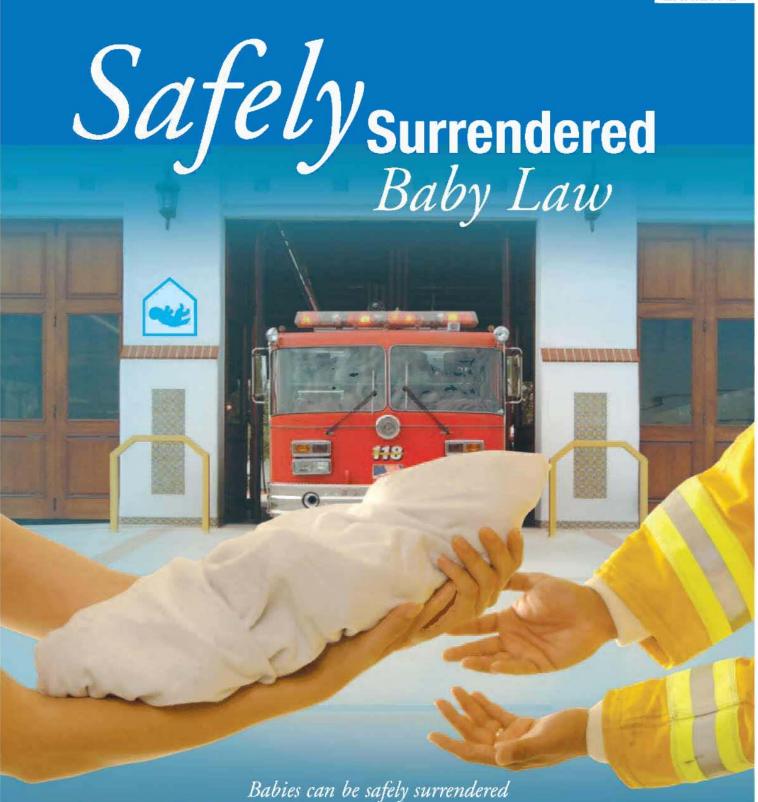
How Will My Employees Know if They Can Claim the EIC?

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.

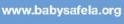
Notice **1015** (Rev. 12-2021) Cat. No. 205991



No shame. No blame. No names.

to staff at any hospital or fire station in Los Angeles County

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





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





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 familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevá 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;
 - 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;
 - 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 Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. SC	OPE OF WORK				
1.	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	
3.	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 and Post Details followed and facility secured.	\$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 and/or incoming relief officer is on-site.	\$25 per employee, per occurrence.	□Yes □No □N/A	
8. Lock and Unlock Facility	Facility is locked and unlocked on schedule, where applicable.	\$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	

^{*}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
12. GPS Tracking Enabled Patrols (where required)	Contract specifications met in accordance with Exhibit A, Section E, Work Description and Exhibit G, Security Service Group Locations and Schedules.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
13. Assists Other Officers and Law Enforcement	Officer assisted as needed.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
14. Area Control – Prevent Hostile Acts and Protect Personnel/Property	Facility safe and secure.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
15. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed, documented, and submitted within the time frame requested.	\$50 per occurrence.	□Yes □No □N/A	
16. Vehicle Key Runs	Requested Department approval prior to using vehicle for key run.	\$100 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
B. REPORTS/DOCUMENTATIONS				
Daily Report and Facility Log	Submitted to Contract Manager daily report and maintain facility log.	\$25 per day per report that is late or not submitted.	□Yes □No □N/A	
2. Non-employee Injury Report	Completed by end of shift for each occurrence. File as needed.	\$50 per day per report that is late or not submitted.	□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
3. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	
C. EMPLOYEES				
Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor 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	

^{*}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
5.	Courtesy and Professionalism	Contract specifications met.	\$25 per employee, per occurrence.	□Yes □No □N/A	
6.	Working Knowledge of Facility and Beat Security Book	Facility security function complete.	\$50 per employee, per occurrence.	□Yes □No □N/A	
7.	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	
8.	Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	\$50 per employee, per occurrence.	□Yes □No □N/A	
D. St	JPERVISOR/MANAGERS				
1.	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	
2.	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 the specifications.	□Yes □No □N/A	
3.	Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 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
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	
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	
Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
10. Drives Vehicle	Drive vehicle 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.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
11. Conducts Investigation	Complete investigations in a timely manner.	\$50 per occurrence.	□Yes □No □N/A	
12. Reviews Subordinates' Reports	Complete on time as required.	\$25 per occurrence.	□Yes □No □N/A	
E. CONTRACT ADMINSTRATION				
Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$100 per day; work/contract potential suspension; possible termination for default of contract.	□Yes □No □N/A	
Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$100 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	□Yes □No □N/A	
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	

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

EXHIBIT F

PERFORMANCE REQUIREMENTS SUMMARY

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
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	

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

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 1: North Area Yards

Contract Manager: Elvia Hernandez

Contact: (626) 458-3991 elhernand@pw.lacounty.gov

Figure 1

SITE	LOCATION	PUBLIC WORKS	GUARD	SERVICE DAYS	ESTIMATED
OIIL	LOOATION	ON-SITE DESIGNEE	DESIGNATION	& SCHEDULE	HOURS
1.	PALMDALE YARD DISTRICT 5 38126 N. Sierra Hwy. Palmdale, CA 93550	Peter Sanque psanque@pw.lacounty.gov (661) 947-7173	Security Officer (Armed) GPS Tracking Equipped	Monday – Sunday 4:30 pm to 6:30 am 14 hrs. daily	5,096
2.	RD 555 YARD 17341 East Avenue J Lancaster, CA 93535	Dale Brown dabrown@pw.lacounty.gov (661) 944-1508	Security Officer (Armed) GPS Tracking Equipped	Monday – Thursday 4:30 pm to 6:30 am 14 hrs. daily Friday – Sunday 6:30 am to 6:30 am 24 hrs. daily	6,656
3.	ON-CALL	TBD*	Security Officer (Armed)	Varies	2,000
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:			4,500		
TOTAL OVERALL SECURITY HOURS:				16,252	

^{*} 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.

As indicated above, Site Locations 1 and 2 are for Armed Security Officer inclusive of GPS tracking for the duty guard. Accordingly, the hourly rate for these locations will be in accordance with the unit rate provided on Schedule of Prices, Forms PW-2.1A through 2.4A. As stated herein and in the Contract's Exhibit A, Scope of Work, the service schedules specified above are subject to change as the needs of the County may vary. Such changes to any service schedules must first be approved by the Contract Manager. Any changes to the service schedules which are not first approved by the Contract Manager 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.

Security Officers shall provide service in accordance with the following post orders as detailed per location below in Figure 2. 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

PALMDALE YARD DISTRICT 5

38126 No. Sierra Highway Palmdale, California 93550

Arrival Procedure:

1.

POST DETAILS

2.

POST DETAILS

- Security Officer shall arrive on time and check-in with the CM/PWR prior to reporting to their post.
- Security Officer shall confirm GPS tracking is enabled and fully functional for the shift, and shall provide access to the CM or designated PWR.
- o Any areas of specific detail will be communicated between officer and CM/PWR at shift start.

Patrol Requirement:

- o Security Officer on duty shall conduct foot patrols of entire location throughout the shift.
- Security Officer on duty shall be alert 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 relieve their post as scheduled.

RD 555 YARD

17341 East Avenue J

Lancaster, California 93535

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 GPS tracking is 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 shall conduct foot patrols of entire location throughout the shift.
- Security Officer on duty shall be alert 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.

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.

Page 2 of 2

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

	DATE:
	TO:
	FROM:
n accordance with the terms of the Security S for Contract Deviations(s) at:	Services for Los Angeles County Public Works
Facility	
Date	
Shift	
Amount of Deduction \$	

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to Los Angeles County Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, Alhambra, California 91803-1331, Attention 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 I)

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:
	Corrective Action:
	Plan to Prevent Recurrence:
Signe	d Date
J	d Date Date Contractor's Contract Director
Return	n to Contract Manager

EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY

10.		
	Contract Manager/Assistant Contract Manager	
FROM	Л:	
	Contractor (firm name)	
	undersigned, agree to return to Los Angeles County Public Wor	
this C	ontract for Security Services at the Public Worksacility), all items (listed below) issued to me by the County. I als	(name of
	cement of any County equipment issued to me, if damaged or lo	
	returned upon termination of this Contract with Public Works.	
The fo	ollowing equipment was issued to the Contractor:	
	EQUIPMENT	CONDITION
1.		
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
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.)
Date of Loss:
Police Agency Report to:
Date of Report:
Contractor (Firm Name):
Contract Manager signature:

BOND FOR FAITHFUL PERFORMANCE

KNO	W ALL MEN BY THESE PRESENTS:			
That		(O , , , , (D ; , ;	n	
	'	(Contractor/Principal	1)	
as pri	ncipal, and			
·	•	(Surety)		
	rety, are held and firmly bound unto the LOS ANGELES, State of California (hereinafter C			BLIC WORKS AND COUNTY OF
				Dollars (\$)
lawfu ourse	I money of the United States, for the payrelves, jointly and severally, firmly by these pr	ment of which s resents.	um, well	and truly to be made, we bind
enter Servi	condition of the above obligation is such that, into a written contract with the County for Sice Area Field Locations, Group and is rexecution of said contract.	Security Services	for Vari	ous Public Works Transportation
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Tuesday, April 18, 2023

A SECURITY PARTNERSHIP PROGRAM FOR

THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Security Services for

Various Public Works Transportation Service Area Field
Locations

(BRC0000353)

Local Address

14241 Firestone Blvd., Suite 400 La Mirada, CA 90638

Primary Contact

Carl Cunningham, General Manager

415-760-8116

carlcunningham@patrolsolutions.com

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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, Owner | 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

carlcunningham@patrolsolutions.com | 415-760-8116

4. SUPPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES

Statement of Information





BA2022123123



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
	CITIOS HEIGHTS, CA 55010
Mailing Address of LLC Mailing Address	6060 SUNRISE VISTA
Mailing Address	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
	CITROS FILIGITIS, CA 33020
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.

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By signing, I affirm under penalty of perjury California law to sign.	that the information herein is true and correct and that I am authorized by
Klinton Kehoe	12/09/2022

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 Transportation Service Area Field Locations (BRC0000353). 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.

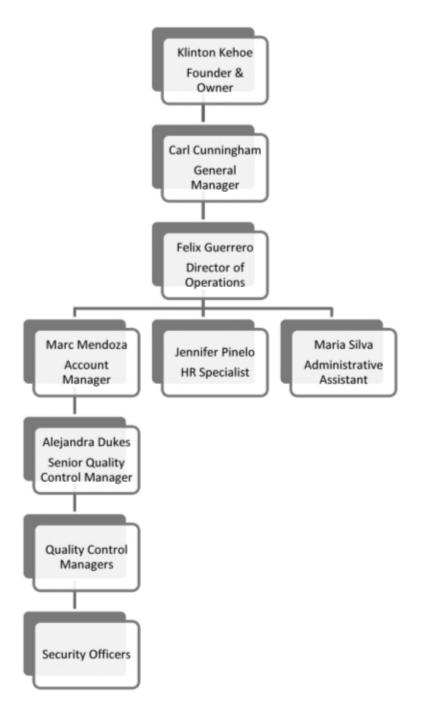
Patrol Solutions specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. PS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge 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 Transportation Service Area 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 Owner



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 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

Graduated 1.

Cypress Private Security Santa l

Santa Fe Springs, California

Work Experience

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
 - 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
 - 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
 - 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
 - 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
 - 415-850-6341
 - 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
 - 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 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 cleaning their responsible for 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.

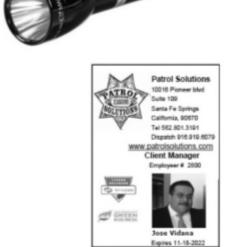




Materials and Equipment

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 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

> 2 weeks prior to startup	Acc. Mgr.
> 2 weeks prior to startup	Human Resources
> 2 weeks prior to startup	Acc. Mgr.
> 2 weeks prior to startup	Acc. Mgr.
> 2 weeks prior to startup	Human Resources
> 2 weeks prior to startup	Acc. Mgr.
> 2 weeks prior to startup	Acc. Mgr.
> 2 weeks prior to startup	HR & Acc. Mgr.
> 1 week prior to startup	Acc. Mgr.
Continuous	Acc. Mgr.
> 1 week prior to startup	Acc. Mgr.
> 1 week prior to startup	Acc. Mgr.
> 1 week prior to startup	Acc. Mgr.
> 1 week prior to startup	Scheduling Manager
> 1 week prior to startup	Acc. Mgr.
> 1 week prior to startup	Acc. Mgr.
TBD	Dir. of Ops./ Acc. Mgr.
	> 2 weeks prior to startup > 1 week prior to startup Continuous > 1 week prior to startup

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.



Proposer's Form LW-8 Staffing Plan and Cost Methodology is included as Exhibit A.2 to this contract.

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:

- Initial communication of the problem.
- 2. Verification of the problem.
- 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.
 - Review the action plan with the client.
 - 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.

DAILY ACTIVITY REPORT

Client:	_					Date:			
Location:									
Day Shift		Hours:							
Swing Shift	>	Officer:							
Grave Shift		Post							
Equipment Received a	t Start of t	Shift							
By signing here you as	ree to an	d acknowledge th	at you have taken yo	ur instructed and req	uired breaks during y	our shift.			-
Signature:				Print Name:					
Breakage				Loss (keys) Loss (equipment)					
Alarm				Loss (keys)			Threats		
	-						Trespassing		
Complaints				Malfunction			Usage/Depletion (refili/change)		(0)
Fire	_		-	Obstruction			Violence		
Flood			1 -	Response by Author	ties		Visitors (unless listed separate)		
Hazard (ident	fied)			Theft		Waste of power/water/gas etc.			G.
TIME	DAILY		ORT (DESCRIBE YO			URRED	DURING	SHIFT	PA
	FIRST	10 MINUTE BRI	EAK						

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.

LUNCH BREAK LUNCH BREAK SECOND 10 MINUTE BREAK	PAGE
SECOND 10 MINUTE BREAK	
	-
	_

Incident Report



	IIV	CIDENI KE	PORT			
Client:		Address:		Phone Number:		
Type of Incident:		Place of Incider	nt:			
Date & Time of Incident:			Police/Fire Yes Client Notif			
Name of Reporting Person:			No supervisor			
	MES OF VICTIMS	, WITNESSES,	PERSONS	INVOLVED, ETC.		
V - Victim W - Witness S -	- Subject					
Name C	ontact Number		0	rganization/Address		
	DES	CRIPTION OF F	PROPERTY	,		
(Example: Brand, Model, Colo	r, Year, License or	Serial Number)				
`						
			-			
Description of Incident/Injury (V	WHO - WHAT- WH	NARRATI\ IERE – WHEN –				
Reporting Person's Name:	Signature:		Date/Time	of Report: 2016-04-	PAGE 1	OF 2



INCIDENT REPORT

Reportion Person's Name: Signature: Date/Time of Report: 2016-04-		NAR	RATIVE (Cor	tinued)		
	Description of Incident/Injury (W	HO – WHAT- WHERE	E – WHEN –	HOW)		
				b		
Reporting Person's Name: Signature: Date/Time of Report: 2016-04-						
Reporting Person's Name: Signature: Date/Time of Report: 2016-04-						
Reporting Person's Name: Signature: Date/Time of Report: 2016-04-						
Reporting Person's Name: Signature: Date/Time of Report: 2016-04-						
Reporting Person's Name: Signature: Date/Time of Report: 2016-04-						
Reporting Person's Name: Signature: Date/Time of Report: 2016-04-						
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Reporting Person's Name: Signature: Date/Time of Report: 2016-04-						
PAGE 2 OF 2	Reporting Person's Name:	Signature:		Date/Time of Report: 2016-04-	PAGE 2	OF 2

Conditions Report



Patrol Solutions

CONDITIONS REPORT

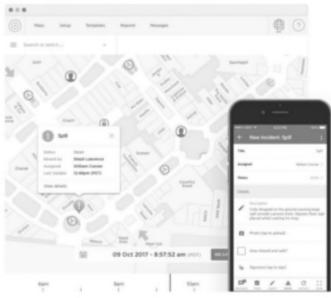
Client Site						Date of Report	
Site Address]	Time of Observation				
The following co corrective action Location	endition was noted and is a as appropriate:	brou	ght to	your	atter	ntion for information or	
Condition Obser	ved						
Reported By:							

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.



TELECARE CORPORATION

TELECARE PATROL TOUR

Location: TELECARE CO	DRPORATION	Officer: Arrend voelker							
Device: Telecare Corp :	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







Tour details

Tag Name	Tag S/N	Order	Tag#in	Time
rug reame	108 2114	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

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

Proposer's Financial Resources documents 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
TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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.

Form PW-16

FORM PW-16

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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 this Request for Proposals described in the Fourteenth Paragraph of the Sample Agreement, and Proposer will procumaintain, and provide the County the performance bond, substantially in the form attached Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact busin as a surety insurer in the State of California (or by the surety's agent with a notarized coppower of attorney). The bond shall be maintained to provide for continuing liability in the abandounts, including timely renewals, notwithstanding any payment or recovery thereon.	the ness
Proposer will not provide a performance bond as set forth in the Request for Proposals described in the Fourteenth Paragraph of the Sample Agreement, and Proposer will procure, maintain, and provide the County the performance bond, substantially in the fattached as Exhibit L, in the sum not less than 50 percent of the annual amount each, pays to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transbusiness as a surety insurer in the State of California (or by the surety's agent with a notar copy of power of attorney). The bonds shall be maintained to provide for continuing liability the above amounts, including timely renewals, notwithstanding any payment or recontinuence. Checking this box will render your proposal as nonresponsive and will immediate disqualify your firm from further consideration.	form rable risac rized ity in very

12. RECORD KEEPING

Form LW-9

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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	REPORTING TIME v does the Proposer know employees actually unted to work and at what time? For example, in sheets, computerized check in, call-in system, one 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.	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	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 checks the electronic records to make sure that clock-in times match
	Are they used as a source document to create Proposer's payrol? ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	employees' designated shift times and their physical timesheets. The system also allows the manager to 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. 3.6. The records are stored in the Trackforce Valliant system. 3.7. Yes, they are used as a source document for payroll. 3.8. We have attached a sample payroll detail report. The employee and client names have been redacted.

2 of 6

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FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
42.	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) If records of actual time worked are not used to create payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document, and what do they compare it with prior to approving it?	4.1. Records of actual time ARE used to create payroli. The manager checks the Trackforce Valiant system with the employees' timesheets to verify actual time worked. 4.2. The account manager prepares and checks the source document. 4.3. The employees sign their physical paper timesheets. 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.
5.2.	BREAKS How does the Proposer know that employees take mandated breaks and meal breaks (periods)? Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?	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. We save the physical timesheets that employees sign. 5.3. The account manager prepares, reviews, and approves this documentation.

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FORM LW-9

QUESTION RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. 6. HOW PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared 6.1. We use the Trackforce Valiant payroll system. It links time on the schedule with the employee pay and how the Proposer ensures that employee rates associated with the type of post, type of shift, and anything else that impacts pay. It automatically wages are appropriately paid. calculates overtime rates based on hours worked in the schedule. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.2. Employees are paid via automated check. There is a direct deposit option as well. In the event that 6.3. If by check, do they receive a single check for a psycheck has a mistake, a manual check can be issued with the corrected amount. 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. 6.4. What information is provided on the check (e.g., 6.4. The check stub provides information about deductions for taxes, social security, benefits, etc. deductions for taxes, etc.)? 6.5. ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS 6.5. We have attached a sample paycheck stub that shows the deduction categories. DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).

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

221111134130-00014400014000000

Employee Go #

VOUCHER - NON NEGOTIABLE

Redacted 10688 PATROL SOLUTIONS LLC. DEFAULT Clock# CALIFORNIA PAT595 CA 6060 SUNRISE VISTA FW- S 0 S7- S 1 Total Surt 11/1/22 Period Ending 11 / 15 / 22 11 / 22 / 22 SUITE 1500 CITRUS HEIGHTS, CA 95610 EARNINGS 3.62 DEDUCTIONS
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YTD DESCRIPTION \$1,456.00 TAXES \$253.62 \$1,202.38 DESCRIPTION REGULAR 26.000 \$1,456.00 SSEC \$90.27 56.00 \$1,456.00 \$90.27 MEDI FWT SWTCA \$21.11 \$21.11 \$101.41 \$24.91 \$101.41 EESDICA. \$16.02 \$16.02 REG HRS BLENDED OT HRS 0.00 WEIGHTED AVERAGE OT RATE OT HRS \$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
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LA-01 Redacted		11 / 11 / 22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
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FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.						
7. 7.1. 7.2.	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 propere 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 softwere 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.		
9. 9.1	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: 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).		
	OVERTIME I. How does the Proposer calculate overtime wages? 2. 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.		

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13. FORMS LIST

Declaration for Various Public Works Transportation Service Area Field Locations (BRC0000353)

PROPOSER'S DECLARATION FORM

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS
TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

<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-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: 04/03/23	

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: 415-760-8116	E-MAIL:	ingham@patrolsolutions.com			
IN	TERNAL REVENUE SERVICE EMPLOYER ID	ENTIFICATION NUMBER: CALIFOR	NIA BUSINESS LICENSE NUMBER: 0910319			
1.	Select the option that best defines your firm's business structure:	If Corporation or Limited Liab Legal Name (as stated in Article Patrol Solutions, LLC State of Incorporation:Califo Year of Incorporation:2016 If Limited Partnership or a Sol Name of proprietor or managing If other: Specify business struct	mia le Proprietorship: partner:			
2.	Is your firm doing business under one or more DBA's?	Name: Country of Registration: Year became DBA:				
3.	Is your firm wholly/majority owned by, or a subsidiary of another firm? If yes, indicate name of Parent Firm and State of Incorporation Name of Parent Firm: State of Incorporation or registration of parent firm:					
4.	Has your firm done business under other names within last five (5) years ?	If yes, indicate any other names Name(s): Year(s) of Name Change:				

Page 1 of 2

FORM PW-1 (Continued)

	List names of all joint ventures, partners, subcontractors, or others having any right or interest	NONE
5	in this contract or the proceeds	
-	thereof. If not applicable, state "NONE".	
Г	Is your firm involved in any pending acquisition or mergers?	If yes, please provide additional information regarding the pending merger.
	☐ Yes ☑ No	
6		
Г	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:

Page 2 of 2

PW-2: Schedule of Prices

FORM PW-2

SCHEDULE OF PRICES

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC000353)

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 three separate service Contracts to three separate Service Location Groups; however, proposers are <u>not</u> required to submit bids for all 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.3 for the Service Location Group(s) as follows:

SERVICE LOCATION GROUP	SCHEDULE OF PRICES	SUBMITTED PROPOSAL
GROUP 1: North Area Yards	PW-2.1 to PW-2.5	∀es □ No
GROUP 2: East Area Yards	PW-2.1 to PW-2.5	⊠Yes □ No
GROUP 3: Countywide Park-N-Ride Lots	PW-2.1 to PW-2.5	⊠ Yes □ No

LEGAL NAME OF PROPOSER Patrol Solutions	Title of Authorized Person General Manager			
SENATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL Carl Cunningham	04/13/23			
DOENSE TYPE PPO	Business PHONE MOBILE PHONE 310-490-9804 415-760-8116			
STATE CONTRACTOR'S LICENSE NUMBER PROPOSER'S ACORES		oress		
	14241 Firestone Blvd	d., Suite 400		
119966	La Mirada, CA 90636	La Mirada, CA 90638		

Proposer's Form PW-2 Schedule of Prices is included as Exhibit A.1 to this contract.

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?		
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 acce to employee mentoring program?		
			☐ Yes ☐ No ☐ N/A-program not available		
			Certifies Compliance? ✓ Yes □ No		
			If No, identify exemption:		
	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	My business does not meet the definition of "contractor," as defined in the Program.		
7			☐ 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?		

PW-4: Contractor's Industrial Safety Record

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR:	LA County DPW Various Public Works Transportation Service Area Field Locations (BRC0000353)
SERVICE BY PROPOSERSe	curity Services
PROPOSAL DATE: 04/03/23	

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
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.

<u>OR</u>

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

Kathryn Barger Fifth District

Dear Andrew Tan,

<u>Director</u> Rafael Carbajal

Chief of Staff

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

Æ

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 Various Public Works Transportation Service Area Field Location (BRC0000353) 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: 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:	TELEPHONE:			
FAX:		FAX:	FAX:			
E-MAIL:		E-MAIL:	E-MAIL:			
B. OTHER GOVER	NMENTAL AGENCIES	AND PRIVATE COMP	ANIES			
SERVICE: Security	SERVICE DATES: 09/2020 to present	SERVICE: Security	SERVICE DATES: 01/2021 to present			
AGENCY/ FIRM: Arts District of Los Angeles But		AGENCY/ FIRM: Contra	Costa Water District			
ADDRESS: 1801 E. 7th St. I	Los Angeles, CA 90021	ADDRESS: 1331 Conco	ADDRESS: 1331 Concord Ave. Concord, CA 94520			
CONTACT: Miguel Vargas, E	xecutive Director	CONTACT: Norberto Martinez, Facilities Maintenance Administrator				
TELEPHONE: 213-880-1332		TELEPHONE: 925-688-8146				
FAX:		FAX:	FAX:			
E-MAIL: miguel@artsdistrictl	a.org	E-MAIL: facilities@ccw	vater.com			
SERVICE: Security	SERVICE DATES: 06/2020 to present	SERVICE: Security	SERVICE DATES: 04/2020 to present			
	ncisco Human Services Agency	AGENCY/FIRM: Logix Federal Credit Union				
	. 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@sfg	gov.org	E-MAIL: thumpherys@	Ølfcu.com			

PW-7: Equal Employment Opportunity Certification

Patrol Solutions

Proposer's Name

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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, n and 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.	M 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.	Ø	YES NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include	Ø	YES
	establishment 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)			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 the	ree (3) years.		\checkmark
If yes, please list all contracts that have been terminated prior to	expiration within the last the	hree (3) years	below.
Name of Service/Contract: Na	me of Entity/Agency:		
Entity/Agency Address:			
Contact Person and Title: Bu	siness Phone:		
Termination Date: Co	ontract Number:		
Reason for Termination:			
Entity/Agency Address: Contact Person and Title: But	ame of Entity/Agency: usiness Phone: untract Number:		
Entity/Agency Address:	ame of Entity/Agency:		
	ontract Number:		
Reason for Termination:			

PW-10: Community Business Enterprise (CBE) Information

FORM PW-10

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on this form. Where a field requests number or total, provide responses using numerical digits only.

-INSTRUCTIONS FOR COMPLETING FORM PW-10-

Section 1: FIRM/ORGANIZATION INFORMATION				
Total Number of Employees in California Using numerical digits, enter the total number of individuals employed by the firm in the state of California.				
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.			
Race/Ethnic Composition of Firm Table Using numerical digits, enter the Owners/Partners/Associate Partners and percentage of the firm is distributed into the Race/Ethnic Complisted in the table, Final number must total 100%.				

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, OR 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.

NOTE: 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.

Section 1:

TITLE	REFEREN	REFERENCE			
FIRMORGANIZATION INFORMATION	and conside	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in Cali	fornia:	170			
Total Number of Employees: (include	ding owners)	170			
Race/Ethnic Composition of Firm:	Enter the make-	up of Owi	ners/Partners/Asso	ciate Partners into the folio	wing categories:
Race/Ethnic Composition	Owner	s/Partner Partne	rs/Associate ers	Firm's Percentage of Ownership Distribution	
	MALE		FEMALE	MALE	FEMALE
Black/African American				%	%
Hispanic/Latino				%	%
Asian/Pacific Islander				%	%
American Indian				%	%
Filipino				%	%
White	2			100 %	%

· Section 2:

TITLE	REFERENCE				
CERTIFICATION AS MINORITY, WON DISADVANTAGED, DISABLED VETER. GAY, BISEXUAL, TRANSGENDER, QU QUESTIONING-OWNED (LGBTQQ) B	AN, OR LESBIAN, EER, 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 here if this does not apply for your firm/agency; otherwise, please mark all that apply below:					below:
Firm/Agency Name Minority Women Disadvantaged Disabled Vet LGBTQ					LGBTQQ
		+	_		

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:
 Court of Jurisdiction:
B. □ Pending Litigation □ Threatened Litigation □ Judgment (check one)
 Against □ Proposer; □ Principal; □ Both (check as appropriate)
Name of Litigation/Judgment:
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 TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

	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	
	14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
Addr	ess
va	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 Form is omitted as this requirement is 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 TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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	Current - 02/2025	119966	64

- 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 continuously providing	
	To: Present	armed and unarmed security services	7, 8

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 115

Page 1 of 2

FORM PW-15 (Continued)

Proposer's supervising employee(s) must have a minimum of 3 years of experience supervising

secur	rity operations.
Ø	Yes. Proposer's supervising employee(s) does have the required years of experience supervising the type of security operations as specified above. Please complete the characteristics.
	below:

3.

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,	From: 2009	Began career in security in 2009, became	
Owner	To: Present	owner of Patrol Solutions in 2016	10

- 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>
 - 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: Section 15: Bid Guaranty
 - 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.
- 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 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 TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

	Patrol Solutions
Pr	roposer's Name
	14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
A	ddress
ั่	Proposer will provide a performance bond as set forth in this Request for Proposals, as described in the Fourteenth Paragraph of the Sample Agreement, and Proposer will 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 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 bond 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 as set forth in the Request for Proposals, as described in the Fourteenth Paragraph of the Sample Agreement, and Proposer will no procure, maintain, and provide the County the performance bond, substantially in the formattached 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.

LW-3: Living Wage Rate Annual Adjustments

FORM LW-3

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	Previous Year + CPI
January 1, 2025	Previous Year + CPI

Effective January 1, 2024, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, and every year thereafter.

LW-7: Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology

FORM LW-7

Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from July 1, 2023, and will end June 30, 2024, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage. Each Contract term has its own Form PW-2 and Form LW-8.

Important: CONTRACTOR IS RESPONSIBLIE TO PAY THE REQUIRED MINIMUM LIVING WAGE RATE FOR EACH YEAR REGARDLESS IF THE RATES LISTED ON FORM LW-8s ARE LOWER.

HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE <u>HIGHER</u> OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS <u>OR</u> YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

Effective Date	Hourly Rate
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	Previous Year + CPI
January 1, 2025	Previous Year + CPI

For example, contractor's term cover from July 1, 2023, to December 31, 2023, the Living Wage rate is \$18.49 and from January 1, 2024, to June 30, 2024, the Living Wage rate is \$18.49+CPI; therefore, the Contractor's LW-8 for this period must be \$18.49+CPI or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.



Proposer's Form LW-8 Staffing Plan and Cost Methodology is included as Exhibit A.2 to this contract.

LW-9: Wage and Hour Record Keeping for Living Wage Contracts

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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	REPORTING TIME v does the Proposer know employees actually unted to work and at what time? For example, in sheets, computerized check in, call-in system, one 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.	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	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 checks the electronic records to make sure that clock-in times match
	Are they used as a source document to create Proposer's payrol? ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	employees' designated shift times and their physical timesheets. The system also allows the manager to 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. 3.6. The records are stored in the Trackforce Valliant system. 3.7. Yes, they are used as a source document for payroll. 3.8. We have attached a sample payroll detail report. The employee and client names have been redacted.

2 of 6

					Pi	groll D	etail Re	port By	Locatio	MI.		Start Du	te: 10/1/20	22	End I	Date: 10	71/2022
acution:	81172 001	-000				_	No.		_		-	ortine 1	Helife	_		_	
Date Tee		Des E	Consister Number	Employee	Drautant	Herry	Est	Date	Mended	Operation I	House	Total	Herry	Turk	Distractions Trees	Date	Type
	10.01-20.01	DE	20%		CREATER BAIT BAT AS.	5.89		\$1730	(7000)		100						
	13.11-20.15	D82	2096		OREATER BAST BAT AS.	1.00	5095	\$17.00	(7000)		100						
	0.050.0	1307	110		CREATER BAST BAT AR.	1.00	8096	\$1730	(7000)		P						
	DH40.B	000	810		CREATER EAST BAT AR	1.01	8796	\$1738	170000			10					
HUNGEL	0.0140.05	000	1133		CREATER BAIT BAT AR.	1.00	8091	\$1730	170000			07					
	13.11-20:15	DP	2131		CREATER BAIT BAT AR.	1.00	8091	\$1730	170000								
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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. 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.
4.1.	If records of actual time worked are not used to create payroll, what is the source document that is used?	4.2. The account manager prepares and checks the source document.
4.2.	Who prepares and who checks the source document?	4.3. The employees sign their physical paper timesheets.
4.3.	Does the employee sign it?	4.4. The account manager approves the source document, which is the payroll detail report. It is
4.4.	Who approves the source document, and what do they compare it with prior to approving it?	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.	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.
5. HOW PAYROLL IS PREPARED 5.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. 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).	6.1. We use the Tracidorce 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. 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. Employees receive a single check per pay period with all of their time properly calculated. 6.4. The check stub provides information about deductions for taxes, social security, benefits, etc. 6.5. We have attached a sample paycheck stub that shows the deduction categories.

4 of 6

Patrol Solutions Tuesday, April 18, 2023

PATROL SOLUTIONS LLC. CALIFORNIA 6060 SUNRISE VISTA **SUTTE 1500** CITRUS HEIGHTS, CA 95610

VOUCHER DATE 11/22/22

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VOUCHER NO. 10688

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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.
9. 9.1	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: 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).
	OVERTIME I. How does the Proposer calculate overtime wages? 2. 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

14. LIVING WAGE ORDINANCE

Patrol Solutions abides by the Living Wage Ordinance and is **not** applying for exemption.

15. BID GUARANTY

We have included and attached our bid guaranty with our proposal submittal.



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

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.

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 the Total Proposed Annual Price

(10% of the Total Proposed Annual Price)

(Name, location or address, and Project number, if any)

Security Services for Various Public Works Transportation Service Area Field Locations Project Number, if any:
(BRC0000353) - Location Group 1: North Area Yards

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 17th day of April, 2023

(Witness)

PATROL SOLUTIONS
(Principal) (Seal)

(Title)
ASCOT INSURANCE COMPANY
(Surety)
(Surety)
(Surety)
(Tracy Astor, Astorney in Fact

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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 Angeles	
evidence to be the person(s) whose acknowledged to me that he/she/sh	who proved to me on the basis of satisfactory e name(s) is/are subscribed to the within instrument and new executed the same in his/her/their authorized capacity(ies), on the instrument the person(s), or the entity upon behalf of the instrument.
	I certify under PENALTY OF PERJURY under the laws o 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, acting in conjunction with the head of the surety business line for the Corporation (each an "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 that the corporation is proportionally and writings obligatory in the nature that the corporation is proportionally and writings obligatory in the nature that the corporation is proportionally and writings obligatory in the nature that the corporation is proportionally and writings obligatory in the nature that the corporation is proportionally and writings obligatory in the nature that the corporation is proportionally and writings obligatory in the nature that the corporation is proportionally and writings obligatory in the nature that the corporation is proportionally and writings obligatory in the nature that the corporation is proportionally and writings obligatory in the nature that the corporation is proportionally and writings obligatory in the nature that the corporation is proportionally and writing the corporation is precognitionally and writing the corporation is proportionally and

RESOLVED, 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 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 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 Altorney 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, Swaty)

Matthew Kramer (Chief Executive Officer)

STATE OF NEW JERSEY COUNTY OF NUDCLESEX 3s.

On this 3 day of 1994 15 Defore 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 persons 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 instrume by the authority and direction of said Companies.

ARLINDA KONGOLI

I, the undersigned Secretary of the Company to Ministry outs, that the bringing excepts of the Resolution adopted by the Board of Directors of the Ox Attorney issued pursuant thorsto, are true and corect, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

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 Arithorized 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 faccinnile and any Sight Power of Attorney or certificate bearing such faccinnile signatures or faccinnile seal (electronic or otherwise) shall be valid and bipring upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in title asture thereof.

IN WITNESS WHEREOF, I have hereurto setms hand and affixed the seal of the Companies. %

ASCOT SURETY & CASCALTY COMMANY ASCOT INSURANCE COMPANY

All Claims Notices should be sent to: Ascet Surely & Casualty Company, 55 W 45th Street, 26th Floor, New York, NY 10036; Atter

No. 2638-5

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Ascot Insurance Company

of Colorado, organized under the laws of Colorado, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 22nd day of October, 2019, I have set my hand and caused my official seal to be affixed this 22nd day of October, 2019



Ricardo Lara

Carol Frair for Catalina Hayes-Bautista

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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 Transportation Service Area 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 TRANSPORTATION SERVICE AREA FIELD LOCATIONS

GROUP 2: EAST AREA YARDS

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SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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EXHIBIT F	Performance Requirements Summary
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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 of County Equipment
EXHIBIT L	Bond for Faithful Performance

AGREEMENT FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS – GROUP 2, EAST AREA YARDS

THIS AGREEMENT, made and entered into this 19th day of March, 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 April 18, 2023, hereby agrees to provide services as described in this Contract for Security Services for Various Public Works Transportation Service Area Field Locations – Group 2, East Area Yards.

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 \$814,822; the sum for the first optional annual term is \$842,650; the sum for the second optional annual term is \$871,481; the sum for the third and final optional annual term is \$901,510; and a month-to-month extension up to 6 months at the PW-2.4A rates for \$450,755, for a total not to exceed maximum potential contract sum of \$3,881,218 for the entire contract period if all optional terms are exercised or such greater amount as the Board may approve (Maximum Contract Sum). Up to 25 percent of any unused annual term amount may be utilized in the subsequent optional term.

<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 on April 1, 2023, or upon Board approval, whichever occurs last. 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-tomonth 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.

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.

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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.



COUNTY OF LOS ANGELES

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

45 March 19, 2024

JEFF LEVINSON

INTERIM EXECUTIVE OFFICER

ATTEST:

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

Bv

APPROVED AS TO FORM:

DAWYN R. HARRISON **County Counsel**

By

Margaret Ambrose Type/Print Name

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

Its President

PATROL SOLUTIONS, LLC

SEE ATTACHED FOR

Type/Print Name

Its Secretary

Type/Print Name

Deputy

NOTARY FORM

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 Sacramento On December 12, 793 before me, _ Melvin Mario, Notary Public (insert name and title of the officer) personally appeared KUNIDN KEHOE who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. MELVIN MARIO WITNESS my hand and official seal. COMM. # 2360760 (Seal)

SCOPE OF WORK

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

GROUP 2: EAST AREA YARDS

A. Public Works Contract Managers

Public Works' Contract Manager (CM) for this service will be Ms. Elvia Hernandez of our Road Maintenance Division. Ms. Hernandez can be reached by phone at (626) 458-3991, or by e-mail at elhernand@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) delegating them the authority to also request work under this Contract. The CM and/or PWRs shall be the only persons authorized by Public Works to request work from the Contractor. Public Works may change the CM and/or PWR 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

Work locations, hours, and days of service are as indicated in Exhibit G, Security Services Group Locations and Schedules for the following sites:

- 1. Hollydale Yard (Downey)
- 2. Baldwin Park Yard
- 3. South Yard (Los Angeles)

Work locations and the number of hours may be increased or reduced 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 through PW-2.4A, 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 Form PW-2A, Schedule of Prices, for the Group Location, 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. The supervisory line items on Schedule of Prices, Forms PW-2.1A through 2.4A for Security Supervisor and Security Manager are reserve hours for on-call duty should additional work be required at a given post which calls for supervisory level detail. These items will be provided by the Contractor only upon request and sole discretion of Public Works. 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 Form PW-2A, Schedule of Prices, for the 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; observe and report activity pertinent to the security of the premises; document and log information and provide information to the CM and/or PWR; 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 always present a professional demeanor. 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.
- f. Security officers shall have at the ready, contact information for local law enforcement in the event of an emergency.

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 (Vehicle and On-Foot)

- a. Security officers shall conduct all vehicle and foot patrols as defined by the CM and/or PWR. Locations requiring vehicular patrols shall be conducted 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 conducting vehicle patrols 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 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.

d. For designated sites, the Contractor shall provide real-time tracking using Global Positioning System (GPS) enabled location monitoring for all duty guards. Software to track security officer's location must be web-based and accessible to the Contract Manager and any additional Public Works personnel requested. Tracking software shall maintain a minimum of 30 days of tracking data that can be retrieved through the software.

Locations requiring the web-based GPS location tracking are as indicated on Exhibit G, Service Schedules and Locations. The Contractor shall factor in all costs associated with providing the GPS location tracking into their guard rates on Schedule of Prices, Form PW-2.1A through 2.4A.

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. 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. Should site inspection be requested by the CM/PWR, the Contractor shall provide sufficient supervisory staff on each shift to ensure that each post assignment may be inspected at least once each shift. Furthermore, to ensure protocols are being followed and/or to mitigate any issues, the Contractor or its designated representative may be required to meet 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.
- 3. 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.

 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 all officers assigned to work at Public Works facilities, are of sound physical, emotional, and mental health as 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 Form PW-2A, 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 Lieutenants shall be at the rate indicated on Form PW-2A, Schedule of Prices.

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 <u>unsuitable</u> 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.

Contractor's costs associated with providing the services in accordance with the contract inclusive of client management, oversight, quality assurance, supervision, equipment, training, uniforms, administrative costs, overhead, fuel, transportation, etc. shall be included in the hourly rates provided in Form PW-2.1A through PW-2.4A, Schedule of Prices hourly rates.

I. <u>County-Furnished Items</u>

- 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, where available. 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. This does not replace the Contractor's requirement to provide officers who are quipped with functional mobile phone and two way radio on their person at all times.
 - b. The Radio-telephone Operations Manual shall be provided by the County upon request, to 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 (if any) 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 I) 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. Any 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.
- 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. Ammunition pouch (armed security officers only);
- m. 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);
- n. 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. (armed security officers only);
- o. 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. (armed security officers only);
- p. Rain gear (as necessary);
- q. Jacket (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 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 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 or unannounced inspection
- 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
- 4) Video monitoring/recording
- 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 Form PW-2A, Schedule of Prices, 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, may 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.
- 3. 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 H) 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 CM 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. Dept. 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 CM 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.

NOTE: Form PW-2.1 – 2.5 is revised as PW-2.1A – 2.5A to correctly reflect annual sums based on the hourly rates as originally submitted, in accordance with RFP Part I, Section 3, Item L, Proposal Prices and Agreement of Figures.

FORM PW-2.1A (Group 2) Initial Term

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS - GROUP 2: EAST AREA YARDS (BRC0000353)

East Area Yards: Hollydale, Baldwin Park and South Yard

As shown on Exhibit G.2

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 (Group 2), 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.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed) GPS Tracking Enabled Guard	\$34.95 /hr.	11,232	\$_392,558.40
2.	Security Officer (Armed)	\$34.95 /hr.	6,876	\$_240,316.20
3.	Security Officer (Unarmed)	<u>\$32.34 /hr.</u>	800	25,872.00 \$
4.	Security Supervisor (Armed)	\$35.70 /hr.	500	\$_17,850.00
5.	Security Manager (Armed)	\$36.45 /hr.	500	\$ <u>18,225.00</u>
	TOTAL	\$ 694,821.60		

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		
PHONE	MOBILE	E-Mail Address
310-490-9804	415-760-8116	carlcunningham@patrolsolutions.com
BUSINESS LICENSE NO.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO.	DATE
0003188059-0001-6	119966	11/27/23

FORM PW-2.2A Forms PW-2.1A through 2.5A were revised to correct calculation errors present in the originally submitted PW-2 Forms. No changes to the originally submitted unit rates were made.

(Group 2) Option Term 1

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS - GROUP 2: EAST AREA YARDS (BRC0000353)

East Area Yards: Hollydale, Baldwin Park and South Yard

As shown on Exhibit G.2

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 (Group 2), 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.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed) GPS Tracking Enabled Guard	\$36.35 /hr.	11,232	\$_408,283.20
2.	Security Officer (Armed)	\$36.35 /hr.	6,876	249,942.60 \$
3.	Security Officer (Unarmed)	\$33.63 /hr.	800	\$_26,904.00
4.	Security Supervisor (Armed)	\$37.13 /hr.	500	\$18,565.00
5.	Security Manager (Armed)	<u>\$37.91 /hr.</u>	500	\$18,955.00
	TOTAL	\$722,649.80		

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		
PHONE 310-490-9804	МОВІLE 415-760-8116	E-MAIL ADDRESS carlcunningham@patrolsolutions.com
Business License No. 0003188059-0001-6	STATE PRIVATE PATROL OPERATOR'S LICENSE NO. 119966	DATE 11/27/23

(Group 2) Option Term 2

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS - GROUP 2: EAST AREA YARDS (BRC0000353)

East Area Yards: Hollydale, Baldwin Park and South Yard

As shown on Exhibit G.2

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 (Group 2), 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.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed) GPS Tracking Enabled Guard	\$37.80 /hr.	11,232	\$_424,569.60
2.	Security Officer (Armed)	\$37.80 /hr.	6,876	\$ <u>259,912.80</u>
3.	Security Officer (Unarmed)	<u>\$34.98 /hr.</u>	800	\$_27,984.00
4.	Security Supervisor (Armed)	\$38.61 /hr.	500	\$_19,305.00
5.	Security Manager (Armed)	\$39.42 /hr.	500	\$_19,710.00
	TOTAL	\$ _751,481.40		

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.

Patrol Solutions		
PHONE 310-490-9804	MOBILE 415-760-8116	E-Mail Address carlcunningham@patrolsolutions.com
BUSINESS LICENSE No. 0003188059-0001-6	STATE PRIVATE PATROL OPERATOR'S LICENSE NO. 119966	DATE 11/27/23

Forms PW-2.1A through 2.5A were revised to correct calculation errors present in the originally submitted PW-2 Forms. No changes to the originally submitted unit rates were made.

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS - GROUP 2: EAST AREA YARDS (BRC0000353)

East Area Yards: Hollydale, Baldwin Park and South Yard

As shown on Exhibit G.2

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 (Group 2), 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.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed) GPS Tracking Enabled Guard	\$39.31 /hr.	11,232	\$_441,529.92
2.	Security Officer (Armed)	\$39.31 /hr.	6,876	\$_270,295.56
3.	Security Officer (Unarmed)	\$36.38 /hr.	800	\$_29,104.00
4.	Security Supervisor (Armed)	\$40.16 /hr.	500	\$_20,080.00
5.	Security Manager (Armed)	<u>\$41.00 /hr.</u>	\$_20,500.00	
	TOTAL	\$ 781,509.48		

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		
PHONE	MOBILE	E-Mail Address
310-490-9804	415-760-8116	carlcunningham@patrolsolutions.com
BUSINESS LICENSE NO.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO.	DATE
0003188059-0001-6	119966	11/27/23

Forms PW-2.1A through 2.5A were revised to correct calculation errors present in the originally submitted PW-2 Forms. No changes to the originally submitted unit rates were made.

SCHEDULE OF PRICES SUMMARY SHEET FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS - GROUP 2: EAST AREA YARDS (BRC0000353)

East Area Yards: Hollydale, Baldwin Park and South Yard

As shown on Exhibit G.2

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)	\$_694,821.60
2 of 4	Option Term 1 (Form PW-2.2A)	\$_722,649.80
3 of 4	Option Term 2 (Form PW-2.3A)	\$751,481.40
4 of 4	Option Term 4 (Form PW-2.4A)	\$_781,509.48
тот	AL OVERALL PROPOSED PRICE: (SUM OF ALL 4 TERMS ABOVE)	\$ _2,950,462.28
AVERA	AGE ANNUAL PROPOSED PRICE: (SUM OF ALL TERMS DIVIDED BY FOUR)	\$ _737,615.57

FORM LW-8.1A
TERM 1 of 4

(Group 2)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

GROUP 2 – EAST AREA YARDS: Hollydale Yard, South Yard, and Baldwin Park Yard

POSITION/TITLE *			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**		
HOLLYDALE YARD (RMD/FLT)	24	16	16	16	16	16	24	128	6656			
Armed Security Officer (1)	24	16	16	16	16	16	24	128	6656	\$20.82	\$	138,577.92
Armed Security Officer (2)								0	0	\$21.33	\$	-
Armed Security Officer (3)								0	0	\$21.84	\$	-
BALDWIN PARK YARD (MD1)	24	8	8	8	8	8	24	88	4576			
Armed Security Officer (1)	24	8	8	8	8	8	24	88	4576	\$20.82	\$	95,272.32
Armed Security Officer (2)								0	0	\$21.33	\$	-
Armed Security Officer (3)								0	0	\$21.84	\$	-
SOUTH YARD (SMD)	24	13	13	13	13	13	24	113	5876			
Armed Security Officer (1)	24	13	13	13	13	13	24	113	5876	\$20.82	\$	122,338.32
Armed Security Officer (2)								0	0	\$21.33	\$	-
Armed Security Officer (3)								0	0	\$21.84	\$	-
ADDITIONAL ON-CALL												
Armed Security Officer			0	N-CAL	L			Varies	1000	\$20.82	\$	20,820.00
Unarmed Security Officer			0	N-CAL	L			Varies	800	\$19.41	\$	15,528.00
Armed Security Sergeant (Supervisor)			0	N-CAL	LL		Varies	500	\$21.33	\$	10,665.00	
Armed Security Lieutenant (Manager)			0	N-CAL	.L			Varies	500	\$21.84	\$	10,920.00
Comments/Notes:									[A]	Total Salaries	\$	414,121.56
					(1) Vacations, Sick Leave, Holiday						\$	38,232.06
					(2) He	2) Health Insurance					\$	18,412.01
					(3) Payroll Taxes & Workers' Compensation							66,114.00
					(4) W	1) Welfare and Pension					\$	2,597.39
					[B] Total Employee Benefits (1+2+3+4)					\$	125,355.46	
					(5) Equipment Costs						\$	22,483.09
					(6) Se	rvice	vice and Supply Costs				\$	79,713.71
					(7) General and Administrative Costs						\$	24,668.63
					(8) Profit						\$	28,479.15
[C] Total Other Costs (5+6+7+8)							\$	155,344.58				
						i	ΓΟΤΑ	L PROPO	SED ANNU	AL PRICE:	\$	694,821.60

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

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.

Carl Cunningham	Carl Cunningham	11/29/23
Proposer Authorized Representative	Signature	Date

^{**} 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.

EXHIBIT A.2
FORM LW-8.2A
TERM 2 of 4

(Group 2)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

• GROUP 2 – EAST AREA YARDS: Hollydale Yard, South Yard, and Baldwin Park Yard

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	
HOLLYDALE YARD (RMD/FLT)	24	16	16	16	16	16	24	128	6656			
Armed Security Officer (1)	24	16	16	16	16	16	24	128	6656	\$21.65	\$	144,102.40
Armed Security Officer (2)								0	0	\$22.18	\$	-
Armed Security Officer (3)								0	0	\$22.71	\$	-
BALDWIN PARK YARD (MD1)	24	8	8	8	8	8	24	88	4576			
Armed Security Officer (1)	24	8	8	8	8	8	24	88	4576	\$21.65	\$	99,070.40
Armed Security Officer (2)								0	0	\$22.18	\$	-
Armed Security Officer (3)								0	0	\$22.71	\$	-
SOUTH YARD (SMD)	24	13	13	13	13	13	24	113	5876			
Armed Security Officer (1)	24	13	13	13	13	13	24	113	5876	\$21.65	\$	127,215.40
Armed Security Officer (2)								0	0	\$22.18	\$	-
Armed Security Officer (3)								0	0	\$22.71	\$	-
ADDITIONAL ON-CALL												
Armed Security Officer			0	N-CAL	.L			Varies	1000	\$21.65	\$	21,650.00
Unarmed Security Officer			0	N-CAL	L			Varies	800	\$20.19	\$	16,152.00
Armed Security Sergeant (Supervisor)			0	N-CAL	L			Varies	500	\$22.18	\$	11,090.00
Armed Security Lieutenant (Manager)			0	N-CAL	L.L			Varies	500	\$22.71	\$	11,355.00
Comments/Notes:									[A]	Total Salaries	\$	430,635.20
					(1) Vacations, Sick Leave, Holiday						\$	39,761.34
					(2) Health Insurance						\$	19,148.50
					(3) Payroll Taxes & Workers' Compensation							68,758.56
					(4) Welfare and Pension					\$	2,701.29	
					[B] Total Employee Benefits (1+2+3+4)					\$	130,369.69	
					(5) Equipment Costs					\$	23,382.42	
	(6) Service and S						and Su	I Supply Costs			\$	82,902.27
(7) Gen							(7) General and Administrative Costs					25,655.39
(8) Profit										\$	29,704.83	
[C] Total Other Costs (5+6+7+8)								\$	161,644.91			
							ΤΟΤΑ	AL PROPO	SED ANNU	IAL PRICE:	\$	722,649.80

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. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

Carl Cunningham	Carl Cunningham	11/29/23
Proposer Authorized Representative	Signature	Date

^{**} 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.

EXHIBIT A.2 FORM LW-8.3A TERM 3 of 4

(Group 2)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

GROUP 2 – EAST AREA YARDS: Hollydale Yard, South Yard, and Baldwin Park Yard

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	
HOLLYDALE YARD (RMD/FLT)	24	16	16	16	16	16	24	128	6656			
Armed Security Officer (1)	24	16	16	16	16	16	24	128	6656	\$22.52	\$	149,893.12
Armed Security Officer (2)								0	0	\$23.07	\$	
Armed Security Officer (3)								0	0	\$23.62	\$	-
BALDWIN PARK YARD (MD1)	24	8	8	8	8	8	24	88	4576			
Armed Security Officer (1)	24	8	8	8	8	8	24	88	4576	\$22.52	\$	103,051.52
Armed Security Officer (2)								0	0	\$23.07	\$	-
Armed Security Officer (3)								0	0	\$23.62	\$	-
SOUTH YARD (SMD)	24	13	13	13	13	13	24	113	5876			
Armed Security Officer (1)	24	13	13	13	13	13	24	113	5876	\$22.52	\$	132,327.52
Armed Security Officer (2)								0	0	\$23.07	\$	-
Armed Security Officer (3)								0	0	\$23.62	\$	-
ADDITIONAL ON-CALL												
Armed Security Officer			0	N-CAL	.L			Varies	1000	\$22.52	\$	22,520.00
Unarmed Security Officer	ON-CALL							Varies	800	\$21.00	\$	16,800.00
Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$23.07	\$	11,535.00
Armed Security Lieutenant (Manager)	ON-CALL					Varies	500	\$23.62	\$	11,810.00		
Comments/Notes:									[A]	Total Salaries	\$	447,937.16
					(1) Va	cation	ns, Sicl	k Leave, Holid	lay		\$	41,351.80
(2) Health Insurance							\$	19,914.44				
(3) Payroll Taxes & Workers' Compensation							\$	71,508.91				
	(4) Welfare and Pension							\$	2,809.34			
[B] Total Employee Benefits (1+2+3+4)							\$	135,584.49				
(5) Equipment Costs							\$	24,317.71				
	(6) Service and Supply Costs								\$	86,218.36		
				(7) General and Administrative Costs						\$	26,681.60	
				(8) Profit						\$	30,742.08	
[C] Total Other Costs (5+6+7+8)							\$	167,959.75				
							ΤΟΤ	AL PROPO	SED ANNU	IAL PRICE:	\$	751,481.40

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. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

Carl Cunningham	Carl Cunningham	11/29/23
Proposer Authorized Representative	Signature	Date

^{**} 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.

EXHIBIT A.2
FORM LW-8.4A
TERM 4 of 4

(Group 2)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

GROUP 2 – EAST AREA YARDS: Hollydale Yard, South Yard, and Baldwin Park Yard

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	
HOLLYDALE YARD (RMD/FLT)	24	16	16	16	16	16	24	128	6656			
Armed Security Officer (1)	24	16	16	16	16	16	24	128	6656	\$23.42	\$	155,883.52
Armed Security Officer (2)								0	0	\$23.99	\$	-
Armed Security Officer (3)								0	0	\$24.56	\$	-
BALDWIN PARK YARD (MD1)	24	8	8	8	8	8	24	88	4576			
Armed Security Officer (1)	24	8	8	8	8	8	24	88	4576	\$23.42	\$	107,169.92
Armed Security Officer (2)								0	0	\$23.99	\$	-
Armed Security Officer (3)								0	0	\$24.56	\$	-
SOUTH YARD (SMD)	24	13	13	13	13	13	24	113	5876			
Armed Security Officer (1)	24	13	13	13	13	13	24	113	5876	\$23.42	\$	137,615.92
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0	\$24.56	\$	-
ADDITIONAL ON-CALL												
Armed Security Officer			0	N-CAL	.L			Varies	1000	\$23.42	\$	23,420.00
Unarmed Security Officer	ON-CALL							Varies	800	\$21.84	\$	17,472.00
Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$23.99	\$	11,995.00
Armed Security Lieutenant (Manager)		ON-CALL Varies 500 \$24.5					\$24.56	\$	12,280.00			
Comments/Notes:									[A]	Total Salaries	\$	465,836.36
(1) Vacations, Sick Leave, Holiday						\$	43,005.87					
(2) Health Insurance						\$	20,711.02					
(3) Payroll Taxes & Workers' Compensation						\$	74,369.26					
(4) Welfare and Pension						\$	2,921.71					
	[B] Total Employee Benefits (1+2+3+4)							\$	141,007.86			
				(5) Equipment Costs						\$	25,290.42	
				(6) Service and Supply Costs						\$	89,667.09	
					(7) General and Administrative Costs						\$	27,748.86
					(8) Profit					\$	31,958.89	
								[C]	Total Other Co	osts (5+6+7+8)	\$	174,665.26
							ΤΟΤ	AL PROPO	SED ANNU	IAL PRICE:	\$	781,509.48

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. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

Carl Cunningham	Carl Cunningham	11/29/23
Proposer's Authorized Representative	Signature	Date

^{**} 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. Where the contracting party is a District, the term County includes the County and the contracting District.

<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.

<u>Public Works</u>. 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. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

- 1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment 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 pending any 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, 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, County. 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 1. 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 County will refer GAIN and GROW interview qualified candidates. 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

- 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. <u>Notice of Delays</u>

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 books. and accounting records pursuant documents. 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.
- 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. 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. Subcontracting

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

- 1. If Contractor desires to Subcontract, Contractor 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.
- 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. <u>Validity</u>

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. Time Off for Voting

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 Policy

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. <u>Compliance with Fair Chance Employment Hiring Practices</u>

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. <u>Contractor Independence</u>

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

SECTION 3

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 liable for any 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. <u>Termination/Suspension for Improper Consideration</u>

- 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.
- 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.

SECTION 4

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. 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. <u>Labor</u>

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.
- 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.

SECTION 5

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.
- 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. <u>General Insurance Requirements</u>

- 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.
- 2. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, 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. Certificates and copies of any 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.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. <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. Subcontractors of Contractor

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.

SECTION 7

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>

- 1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor 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.
- Liquidated Damages: It is mutually understood and agreed that b. 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. Use of Full-Time Employees

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. <u>Contractor Standards</u>

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. Defaulted Property Tax Reduction Program

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

B. <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:

- 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.

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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.

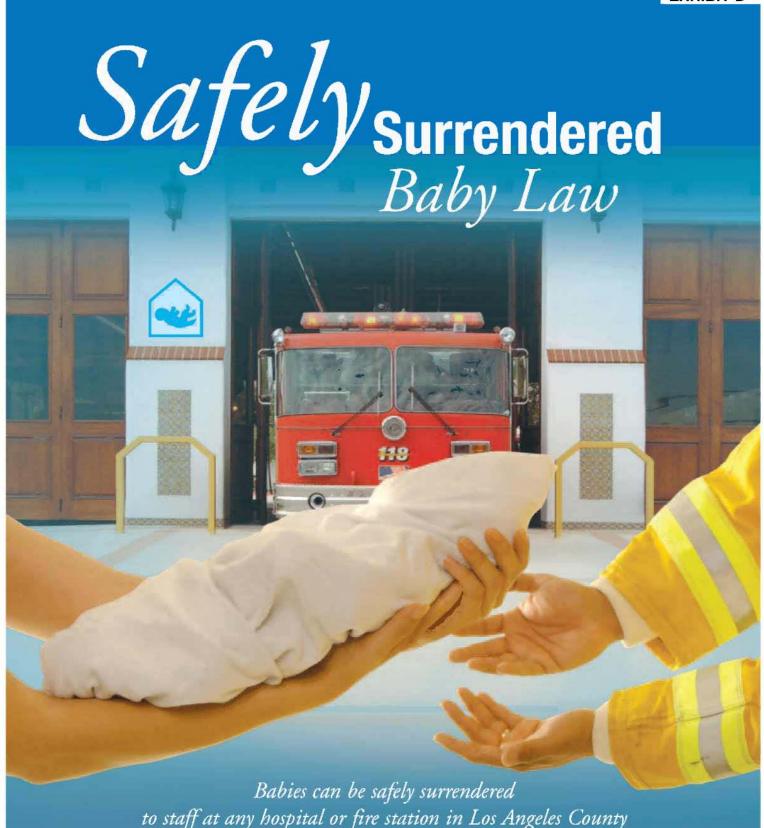
How Will My Employees Know if They Can Claim the EIC?

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. 205991



No shame. No blame. No names.

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



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





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 familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevá 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;
 - 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;
 - 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.)

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	Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. SC	OPE OF WORK				
1.	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	
3.	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 and Post Details followed and facility secured.	\$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 and/or incoming relief officer is on-site.	\$25 per employee, per occurrence.	□Yes □No □N/A	
8. Lock and Unlock Facility	Facility is locked and unlocked on schedule, where applicable.	\$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	

^{*}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
12. GPS Tracking Enabled Patrols (where required)	Contract specifications met in accordance with Exhibit A, Section E, Work Description and Exhibit G, Security Service Group Locations and Schedules.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
13. Assists Other Officers and Law Enforcement	Officer assisted as needed.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
14. Area Control – Prevent Hostile Acts and Protect Personnel/Property	Facility safe and secure.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
15. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed, documented, and submitted within the time frame requested.	\$50 per occurrence.	□Yes □No □N/A	
16. Vehicle Key Runs	Requested Department approval prior to using vehicle for key run.	\$100 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
B. REPORTS/DOCUMENTATIONS				
Daily Report and Facility Log	Submitted to Contract Manager daily report and maintain facility log.	\$25 per day per report that is late or not submitted.	□Yes □No □N/A	
2. Non-employee Injury Report	Completed by end of shift for each occurrence. File as needed.	\$50 per day per report that is late or not submitted.	□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
3. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	
C. EMPLOYEES				
Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor 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	

^{*}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
5.	Courtesy and Professionalism	Contract specifications met.	\$25 per employee, per occurrence.	□Yes □No □N/A	
6.	Working Knowledge of Facility and Beat Security Book	Facility security function complete.	\$50 per employee, per occurrence.	□Yes □No □N/A	
7.	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	
8.	Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	\$50 per employee, per occurrence.	□Yes □No □N/A	
D. St	JPERVISOR/MANAGERS				
1.	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	
2.	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 the specifications.	□Yes □No □N/A	
3.	Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 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
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	
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	
Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
10. Drives Vehicle	Drive vehicle 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.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
11. Conducts Investigation	Complete investigations in a timely manner.	\$50 per occurrence.	□Yes □No □N/A	
12. Reviews Subordinates' Reports	Complete on time as required.	\$25 per occurrence.	□Yes □No □N/A	
E. CONTRACT ADMINSTRATION				
Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$100 per day; work/contract potential suspension; possible termination for default of contract.	□Yes □No □N/A	
Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$100 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	□Yes □No □N/A	
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	

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

EXHIBIT F

PERFORMANCE REQUIREMENTS SUMMARY

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
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	

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

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 2: East Area Yards

Contract Manager: Elvia Hernandez

Contact: (626) 458-3991 elhernand@pw.lacounty.gov

Figure 1

SITE	LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	GUARD DESIGNATION	SERVICE DAYS & SCHEDULE	ESTIMATED HOURS
1.	HOLLYDALE YARD 11282 S. Garfield Ave. Downey, CA 90242	Tommy Muttaraid tmuttaraid@pw.lacounty.gov (562) 869-1176	Security Officer (Armed) GPS Tracking Equipped	Monday – Friday 4 pm to 8 am 16 hrs. daily Saturday – Sunday 8 am to 8 am 24 hrs. daily	6,656
2.	BALDWIN PARK YARD – MD1 14747 E. Ramona Bl. Baldwin Park, CA 91706	Edward Lee elee@pw.lacounty.gov (626) 337-1277	Security Officer (Armed) GPS Tracking Equipped	Monday – Friday 9:30 pm to 5:30 am 8 hrs. daily Saturday – Sunday 5:30 am to 5:30 am 24 hrs. daily	4,576
3.	SOUTH YARD 1129 East 59th St. Los Angeles, CA 90001	Emily Chen echen@pw.lacounty.gov (626) 300-3379	Security Officer (Armed)	Monday – Friday 5:00 pm to 6:00 am 13 hrs. daily Saturday – Sunday 6 a.m. to 6 a.m. 24 hrs. daily	5,876
4.	ON-CALL	TBD*	Security Officer (Armed)	Varies	1,000
5.	ON-CALL	TBD*	Security Officer (Unarmed)	Varies	800
6.	ON-CALL	TBD*	Sergeant-Armed (Supervisor)	Varies	500
7.	ON-CALL	TBD*	Lieutenant-Armed (Manager)	Varies	500
TOTAL HOURS for On-Call Security:				2,800	
TOTAL OVERALL SECURITY HOURS:				19,908	

^{*} 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.

As indicated on Figure 1, Site Locations 1 and 2 are for Armed Security Officer inclusive of GPS tracking for the duty guard. Accordingly, the hourly rate for these locations will be in accordance with the unit rate provided on Schedule of Prices, Forms PW-2.1A through 2.4A.

Security Officers shall provide service in accordance with the following post orders as detailed per location below in Figure 2. 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

HOLLYDALE YARD

1. 11282 So. Garfield Avenue Downey, California, 90242

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 GPS tracking is 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 throughout the shift.
- Security Officer on duty shall remain attentive 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 upon arrival and shift commencement of incoming Officer.

(Continued on next page)

POST DETAILS

BALDWIN PARK YARD – MD1

14747 E. Ramona Blvd.

Baldwin Park, California, 91706

• 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 GPS tracking is 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 throughout the shift.
- Security Officer on duty shall remain attentive 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 upon arrival and shift commencement of incoming Officer.

SOUTH YARD – SMD

3. 1129 East 59th Street

Los Angeles, California, 90001

• 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.
- 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 shall conduct foot patrols of entire location throughout the shift.
- Security Officer on duty shall be alert 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.

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.

POST DETAILS

2.

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

	DATE:
	TO:
	FROM:
n accordance with the terms of the Security S for Contract Deviations(s) at:	Services for Los Angeles County Public Works
Facility	
Date	
Shift	
Amount of Deduction \$	

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to Los Angeles County Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, Alhambra, California 91803-1331, Attention 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 I)

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:
	Corrective Action:
	Plan to Prevent Recurrence:
Signe	d Date
J	d Date Date Contractor's Contract Director
Return	n to Contract Manager

EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY

10.		
	Contract Manager/Assistant Contract Manager	
FROM	Л:	
	Contractor (firm name)	
	undersigned, agree to return to Los Angeles County Public Wor	
this C	ontract for Security Services at the Public Worksacility), all items (listed below) issued to me by the County. I als	(name of
	cement of any County equipment issued to me, if damaged or lo	
	returned upon termination of this Contract with Public Works.	
The fo	ollowing equipment was issued to the Contractor:	
	EQUIPMENT	CONDITION
1.		
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
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.)
Date of Loss:
Police Agency Report to:
Date of Report:
Contractor (Firm Name):
Contract Manager signature:

BOND FOR FAITHFUL PERFORMANCE

KNO	W ALL MEN BY THESE PRESENTS:			
That		(O , , , , (D ; , ;	n	
	'	(Contractor/Principal	1)	
as pri	ncipal, and			
·	•	(Surety)		
	rety, are held and firmly bound unto the LOS ANGELES, State of California (hereinafter C			BLIC WORKS AND COUNTY OF
				Dollars (\$
lawfu ourse	I money of the United States, for the payrelves, jointly and severally, firmly by these pr	ment of which s resents.	um, well	and truly to be made, we bind
enter Servi	condition of the above obligation is such that, into a written contract with the County for Sice Area Field Locations, Group and is rexecution of said contract.	Security Services	for Vario	ous Public Works Transportation
of sai this o paym Coun and th	, THEREFORE, if said principal shall well and contract on its part to be done and perform bligation shall be null and void, otherwise it ent by said County to said principal shall excity shall have actual notice that such payment en only to the extent that such payment shaunt of such premature payment.	ned at the times shall be and rem onerate any sure nt is premature a	and in th nain in ful ty unless at the time	le manner specified therein, then I force and effect. No premature the Board of Supervisors of said e and it is 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 by hereunder, nor shall any extensions of the the principal or surety, and notice of such alwrety, provided, however, that if any alteration or which will increase the total amount to be then written consent of the surety shall be seen that the s	contract, shall no time granted un- terations or exte ons are made wi be paid to the co e first obtained.	ot in any voter the positions of his one of the history of the his	way release either the principal or rovisions of said contract release the contract is hereby waived by alter the general character of the
Ву		Ву		
Dy .	(Contractor/Principal)	Бу		(Surety)
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Dy .	Its	Бу	-	Its Attorney-in-fact
Ву		Ву		•
_y	Its	Бу	-	Its Attorney-in-fact
Ву		Ву		-
- ;	Its	٥,	Its	





Tuesday, April 18, 2023

A SECURITY PARTNERSHIP PROGRAM FOR

THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Security Services for

Various Public Works Transportation Service Area Field
Locations

(BRC0000353)

Local Address

14241 Firestone Blvd., Suite 400 La Mirada, CA 90638

Primary Contact

Carl Cunningham, General Manager

415-760-8116

carlcunningham@patrolsolutions.com

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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, Owner | 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

carlcunningham@patrolsolutions.com | 415-760-8116

4. SUPPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES

Statement of Information





BA2022123123



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 201629910319 CALIFORNIA		
Entity No.			
Formed In			
Street Address of Principal Office of LLC			
Principal Address	6060 SUNRISE VISTA		
	1500 CITRUS HEIGHTS, CA 95610		
	CITIOS HEIGHTS, CA 55010		
Mailing Address of LLC Mailing Address	6060 SUNRISE VISTA		
Mailing Address	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		
	CITROS FILIGITIS, CA 33020		
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

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By signing, I affirm under penalty of perjury California law to sign.	that the information herein is true and correct and that I am authorized by
Klinton Kehoe	12/09/2022

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 Transportation Service Area Field Locations (BRC0000353). 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.

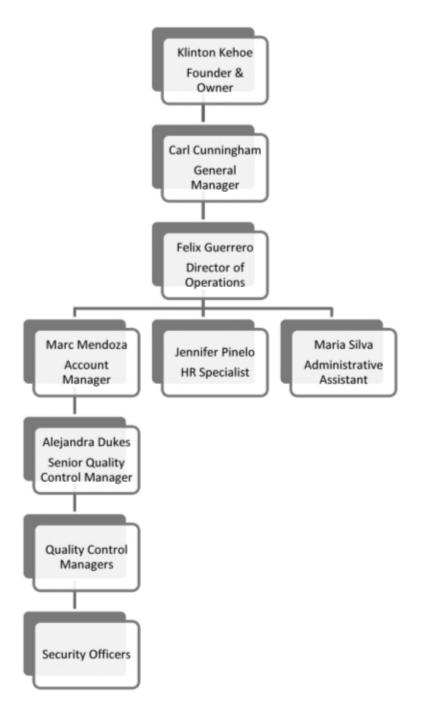
Patrol Solutions specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. PS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge 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 Transportation Service Area 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 Owner



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 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

Graduated 1.

Cypress Private Security Santa I

Santa Fe Springs, California

Work Experience

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
 - 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
 - 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
 - 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
 - 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
 - 415-850-6341
 - 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
 - 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 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 cleaning their responsible for 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 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.



Proposer's Form LW-8 Staffing Plan and Cost Methodology is included as Exhibit A.2 to this contract.

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:

- Initial communication of the problem.
- 2. Verification of the problem.
- 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.
 - Review the action plan with the client.
 - 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.

DAILY ACTIVITY REPORT

Client:						Date:			
Location:									
Day Shift		Hours:							
Swing Shift	->	Officer:							
Grave Shift		Post							
Equipment Received	at Start of 1	Shift							
By signing here you	agree to an	d acknowledge that	t you have taken you	ur instructed and req	uired breaks during y	our shift.			-
Signature:				Print Name:					
Breakage				Loss (equipment) Trespassi		Threats Trespassing			
Alarm				Lone Survey			Therete		_
				Loss (equipment) Trespassing		Trespassing		_	
Complaints				Maifunction			Usage/Depletion (refili/cha		
Fire				Obstruction		Violence			_
Flood				Response by Authorities Visit		Visitors (unless listed separate)			
Hazard (iden	ntified)			Theft			Waste of power/water/gas etc.		
TIME	DAILY			UR ACTIVITIES IN D	ETAIL)	URRED	DURING		PA
	FIRST	10 MINUTE BREA	AK						_
									_

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.

LUNCH BREAK LUNCH BREAK SECOND 10 MINUTE BREAK	TIME	DAILY ACTIVITY REPORT (DAR)	PAGE
SECOND 10 MINUTE BREAK			b
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		SECOND 10 MINUTE BREAK	
END OF SHIFT		END OF SHIFT	

Incident Report



	IIV	CIDENI KE	PORT				
Client:		Address:		Phone Number:			
Type of Incident:		Place of Incider					
Date & Time of Incident:			Police/Fire Notified. Yes Client Notified:				
Name of Reporting Person:			No supervisor	Notified:			
	MES OF VICTIMS	, WITNESSES,	PERSONS	INVOLVED, ETC.			
V - Victim W - Witness S -	- Subject						
Name C	ontact Number		0	rganization/Address			
	DES	CRIPTION OF F	PROPERTY	,			
(Example: Brand, Model, Colo	r, Year, License or	Serial Number)					
× .							
		NARRATIV	/E				
Description of Incident/Injury (V	WHO – WHAT- WH						
Reporting Person's Name:	Signature:		Date/Time	of Report: 2016-04-	PAGE 1	OF 2	



INCIDENT REPORT

	NAR	RATIVE (Cor	tinued)		
Description of Incident/Injury (V	MO - WHAT- WHERE	E – WHEN –	HOW)		
			b		
Reporting Person's Name:	Signature:		Date/Time of Report: 2016-04-	PAGE 2	OF 2

Conditions Report



Patrol Solutions

CONDITIONS REPORT

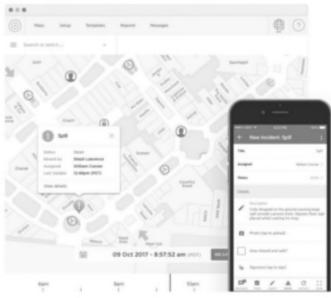
Client Site						Date of Report
Site Address]				Time of Observation
The following co corrective action Location	endition was noted and is a as appropriate:	brou	ght to	your	atter	ntion for information or
Condition Obser	ved					
Reported By:						

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.



TELECARE CORPORATION

TELECARE PATROL TOUR

Location: TELECARE CORPORATION		Officer: Arrend voelker				
Device: Telecare Corp :	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







Tour details

Tag Name	Tag S/N	Order	Tag#in	Time
rug reame	108 2114	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

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

Proposer's Financial Resources documents 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
TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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.

Form PW-16

FORM PW-16

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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 this Request for Proposals, as described in the Fourteenth Paragraph of the Sample Agreement, and Proposer will 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 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 bond 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 as set forth in the Request for Proposals, as described in the Fourteenth Paragraph of the Sample Agreement, 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 TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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	REPORTING TIME v does the Proposer know employees actually arried 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.	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	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 checks the electronic records to make sure that clock-in times match
	Are they used as a source document to create Proposer's payrol? ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	employees' designated shift times and their physical timesheets. The system also allows the manager to 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. 3.6. The records are stored in the Trackforce Valliant system. 3.7. Yes, they are used as a source document for payroll. 3.8. We have attached a sample payroll detail report. The employee and client names have been redacted.

2 of 6

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FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
42.	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) If records of actual time worked are not used to create payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document, and what do they compare it with prior to approving it?	4.1. Records of actual time ARE used to create payroli. The manager checks the Trackforce Valiant system with the employees' timesheets to verify actual time worked. 4.2. The account manager prepares and checks the source document. 4.3. The employees sign their physical paper timesheets. 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.
5.2.	BREAKS How does the Proposer know that employees take mandated breaks and meal breaks (periods)? Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?	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. We save the physical timesheets that employees sign. 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 PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared 6.1. We use the Trackforce Valiant payroll system. It links time on the schedule with the employee pay and how the Proposer ensures that employee rates associated with the type of post, type of shift, and anything else that impacts pay. It automatically wages are appropriately paid. calculates overtime rates based on hours worked in the schedule. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.2. Employees are paid via automated check. There is a direct deposit option as well. In the event that 6.3. If by check, do they receive a single check for a psycheck has a mistake, a manual check can be issued with the corrected amount. 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. 6.4. What information is provided on the check (e.g., 6.4. The check stub provides information about deductions for taxes, social security, benefits, etc. deductions for taxes, etc.)? 6.5. ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS 6.5. We have attached a sample paycheck stub that shows the deduction categories. DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).

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

221111134130-00014400014000000

Employee Go #

VOUCHER - NON NEGOTIABLE

Redacted 10688 PATROL SOLUTIONS LLC. DEFAULT Clock# CALIFORNIA PAT595 CA 6060 SUNRISE VISTA FW- S 0 S7- S 1 Total Surt 11 / 1 / 22 Period Ending 11 / 15 / 22 11 / 22 / 22 SUITE 1500 CITRUS HEIGHTS, CA 95610 EARNINGS 3.62 DEDUCTIONS
YID DESCRIPTION \$0.00 NET PAY
YTD DESCRIPTION \$1,456.00 TAXES \$253.62 \$1,202.38 DESCRIPTION REGULAR 26.000 \$1,456.00 SSEC \$90.27 56.00 \$1,456.00 \$90.27 MEDI FWT SWTCA \$21.11 \$21.11 \$101.41 \$24.91 \$101.41 EESDICA. \$16.02 \$16.02 REG HRS BLENDED OT HRS 0.00 WEIGHTED AVERAGE OT RATE OT HRS \$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. 7.1. 7.2.	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.
9. 9.1	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: 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).
	OVERTIME I. How does the Proposer calculate overtime wages? 2. 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

Declaration for Various Public Works Transportation Service Area Field Locations (BRC0000353)

PROPOSER'S DECLARATION FORM

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS
TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

<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-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: 04/03/23	

PW-1: Proposer's Organization Questionnaire/Affidavit

FORM PW-1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Pi	ROPOSER NAME: Patrol Solutions	COUNTY	WEBVEN NUMBER: 199883				
В	BUSINESS ADDRESS: 14241 Firestone Blvd., Suite 400 La Mirada, CA 90638						
TE	TELEPHONE NUMBER: 415-760-8116 E-MAIL: carlcunningham@patrolsolutions.com						
IN	TERNAL REVENUE SERVICE EMPLOYER ID	ENTIFICATION NUMBER: CALIFOR	NIA BUSINESS LICENSE NUMBER: 0910319				
1.	Select the option that best defines your firm's business structure:	If Corporation or Limited Liab Legal Name (as stated in Article Patrol Solutions, LLC State of Incorporation:Califo Year of Incorporation:2016 If Limited Partnership or a Sol Name of proprietor or managing If other: Specify business struct	mia le Proprietorship: partner:				
2.	Is your firm doing business under one or more DBA's?	Name:					
3.	Is your firm wholly/majority owned by, or a subsidiary of another firm?	Year became DBA: If yes, indicate name of Parent F Name of Parent Firm: State of Incorporation or registra					
4.	Has your firm done business under other names within last five (5) years ?	If yes, indicate any other names Name(s): Year(s) of Name Change:					

Page 1 of 2

FORM PW-1 (Continued)

	List names of all joint ventures, partners, subcontractors, or others having any right or interest	NONE
5	in this contract or the proceeds	
-	thereof. If not applicable, state "NONE".	
Г	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:

Page 2 of 2

PW-2: Schedule of Prices

FORM PW-2

SCHEDULE OF PRICES

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC000353)

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 three separate service Contracts to three separate Service Location Groups; however, proposers are <u>not</u> required to submit bids for all 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.3 for the Service Location Group(s) as follows:

SERVICE LOCATION GROUP	SCHEDULE OF PRICES	SUBMITTED PROPOSAL
GROUP 1: North Area Yards	PW-2.1 to PW-2.5	∀es □ No
GROUP 2: East Area Yards	PW-2.1 to PW-2.5	⊠Yes □ No
GROUP 3: Countywide Park-N-Ride Lots	PW-2.1 to PW-2.5	⊠ Yes □ No

LEGAL NAME OF PROPOSER Patrol Solutions	Title of Authorized Person General Manager			
SENATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL Carl Cunningham	04/13/23	DATE		
DOENSE TYPE PPO	Business PHONE 310-490-9804	Мовье Рноне 415-760-8116		
STATE CONTRACTOR'S LICENSE NUMBER	Proposer's Appress			
	14241 Firestone Blvd	14241 Firestone Blvd., Suite 400		
119966	La Mirada, CA 90636	8		

Proposer's Form PW-2 Schedule of Prices is included as Exhibit A.1 to this contract.

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?
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
			Certifies Compliance? ✓ Yes □ No
			If No, identify exemption:
	Contractor Employee Jury Service		My business does not meet the definition of "contractor," as defined in the Program.
7	Program Certification Form & Application for Exception	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?

PW-4: Contractor's Industrial Safety Record

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR:	LA County DPW Various Public Works Transportation Service Area Field Locations (BRC0000353)
SERVICE BY PROPOSERSec	curity Services
PROPOSAL DATE: 04/03/23	

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
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.

<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

Dear Andrew Tan,

Janice Hahn Fourth District

Kathryn Barger Fifth District

<u>Director</u> Rafael Carbajal

Chief of Staff

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

Æ

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	PORM PW-0		
PROPOSER NAME:	Patrol Solutions				
PROPOSED CONTRAC Provide a comprehensive refere years. Please verify all contact and/or fax numbers, or e-mail a A. COUNTY OF LC	LA County DPW (BRC0000353) ince list of all contracts for good names, telephone and fax num	Is and/or services provided by bers, and e-mail addresses bef se additional pages if required S			
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:	TELEPHONE:		
FAX:		FAX:	FAX:		
E-MAIL:		E-MAIL:			
B. OTHER GOVER	NMENTAL AGENCIES	AND PRIVATE COMP	ANIES		
SERVICE: Security	SERVICE DATES: 09/2020 to present	SERVICE: Security	SERVICE DATES: 01/2021 to present		
AGENCY/ FIRM: Arts District of Los Angeles But		AGENCY/ FIRM: Contra	Costa Water District		
ADDRESS: 1801 E. 7th St. I	Los Angeles, CA 90021	ADDRESS: 1331 Conco	ADDRESS: 1331 Concord Ave. Concord, CA 94520		
CONTACT: Miguel Vargas, E	xecutive Director		CONTACT: Norberto Martinez, Facilities Maintenance Administrator		
TELEPHONE: 213-880-1332		TELEPHONE: 925-688-8146			
FAX:		FAX:			
E-MAIL: miguel@artsdistrictl	a.org	E-MAIL: facilities@ccw	vater.com		
SERVICE: Security	SERVICE DATES: 06/2020 to present	SERVICE: Security	SERVICE DATES: 04/2020 to present		
	ncisco Human Services Agency		AGENCY/FIRM: Logix Federal Credit Union		
	. San Francisco, CA 94103		ADDRESS: P.O. Box 6759 Burbank, CA 91510		
CONTACT: Joseph Villatoro,	Security Liaison Officer		pherys, Safety Manager		
TELEPHONE: 415-850-6341		TELEPHONE: 818-565-	2155		
FAX:		FAX:			
E-MAIL: joseph.villatoro@sfg	gov.org	E-MAIL: thumpherys@	Ølfcu.com		

PW-7: Equal Employment Opportunity Certification

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Propos	Patrol Solutions		
Addres	14241 Firestone Blvd., Suite 400 La Mirada, CA 90638		
Interna	Il 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, n and 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.	Ø	YES NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	a	YES
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	d	YES
	establishment 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			\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 the	ree (3) years.		\checkmark
If yes, please list all contracts that have been terminated prior to	expiration within the last to	hree (3) years	below.
Name of Service/Contract: Na	ame of Entity/Agency:		
Entity/Agency Address:			
Contact Person and Title:	usiness Phone:		
Termination Date: Co	ontract Number:		
Reason for Termination:			
Name of Service/Contract:	ame of Entity/Agency:		
Entity/Agency Address:			
Contact Person and Title: But	usiness Phone:		
Termination Date: Co	ontract Number:		
Reason for Termination:			
Name of Service/Contract: Na	ame of Entity/Agency:		
Entity/Agency Address:			
Contact Person and Title: Bu	usiness Phone:		
Termination Date:	ontract Number:		
Reason for Termination:			

PW-10: Community Business Enterprise (CBE) Information

FORM PW-10

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on this form. Where a field requests number or total, provide responses using numerical digits only.

-INSTRUCTIONS FOR COMPLETING FORM PW-10-

Section 1: FIRM/ORGANIZATION INFORMATION					
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.				
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.				
Race/Ethnic Composition of Firm Table	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 total 100%.				

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, OR 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.

NOTE: 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.

· Section 1:

TITLE	REFEREN	REFERENCE					
FIRMORGANIZATION INFORMATION	and conside	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.					
Total Number of Employees in Cali	fornia:	170					
Total Number of Employees: (include	ding owners)	170					
Race/Ethnic Composition of Firm:	Enter the make-	up of Owi	ners/Partners/Assoc	ciate Partners into the folio	wing categories:		
Race/Ethnic Composition		Owners/Partners/Associate Partners		Firm's Percentage of Ownership Distribution			
	MALE		FEMALE	MALE	FEMALE		
Black/African American				%	%		
Hispanic/Latino				%	%		
Asian/Pacific Islander				%	%		
American Indian				%	%		
Filipino				%	%		
White	2			100 %	%		

· Section 2:

TITLE		REFERENCE						
CERTIFICATION AS MINORITY, WOM			If your firm is currently certified as a minority, women,					
DISADVANTAGED, DISABLED VETERA			ed, disabled veteran					
GAY, BISEXUAL, TRANSGENDER, QUE			transgender, queer, and questioning-owned business enterprise by					
QUESTIONING-OWNED (LGBTQQ) BL	ISINESS ENTERPRISE	a public ager	ncy, complete the foll	lowing.				
☑ Check here if this do	oes not apply for you	r firm/agency; otherwise, please mark all that apply below:						
Firm/Agency Name	Minority	Women	Disadvantaged	Disabled Vet	LGBTQQ			
		_						
		_	_					

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:
 Court of Jurisdiction:
B. □ Pending Litigation □ Threatened Litigation □ Judgment (check one)
 Against □ Proposer; □ Principal; □ Both (check as appropriate)
Name of Litigation/Judgment:
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 TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

	Patrol Solutions
Prop	oser's Name
	14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
Addr	ess
Ø	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.



This Form is omitted as the requirement is no longer applicable.

PW-15:

FORM PW-15

AFFIRMATION OF COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS
TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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 Current - 02/2025		119966	64	

- 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 continuously providing		
	To: Present	armed and unarmed security services	7, 8	

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)

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

$\mathbf{\Delta}$	Yes.	Propo	ser's	supe	ervising	employee(s) d	oes	have	the	required	years	of	expe	rience
			the ty	pe of	securit	y operation	s as	spe	cified	abo	ve. Pleas	se con	nple	te 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,	From: 2009	Began career in security in 2009, became	
Owner	To: Present	owner of Patrol Solutions in 2016	10

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>

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: Section 15: Bid Guaranty

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.

 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 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 TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

	Patrol Solutions
Pr	roposer's Name
	14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
A	ddress
ั่	Proposer will provide a performance bond as set forth in this Request for Proposals, as described in the Fourteenth Paragraph of the Sample Agreement, and Proposer will 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 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 bond 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 as set forth in the Request for Proposals, as described in the Fourteenth Paragraph of the Sample Agreement, and Proposer will no procure, maintain, and provide the County the performance bond, substantially in the formattached 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.

LW-3: Living Wage Rate Annual Adjustments

FORM LW-3

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	Previous Year + CPI
January 1, 2025	Previous Year + CPI

Effective January 1, 2024, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, and every year thereafter.

LW-7: Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology

FORM LW-7

Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from July 1, 2023, and will end June 30, 2024, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage. Each Contract term has its own Form PW-2 and Form LW-8.

Important: CONTRACTOR IS RESPONSIBLIE TO PAY THE REQUIRED MINIMUM LIVING WAGE RATE FOR EACH YEAR REGARDLESS IF THE RATES LISTED ON FORM LW-8s ARE LOWER.

HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE <u>HIGHER</u> OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS <u>OR</u> YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

Effective Date	Hourly Rate
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	Previous Year + CPI
January 1, 2025	Previous Year + CPI

For example, contractor's term cover from July 1, 2023, to December 31, 2023, the Living Wage rate is \$18.49 and from January 1, 2024, to June 30, 2024, the Living Wage rate is \$18.49+CPI; therefore, the Contractor's LW-8 for this period must be \$18.49+CPI or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.



Proposer's Form LW-8 Staffing Plan and Cost Methodology is included as Exhibit A.2 to this contract.

LW-9: Wage and Hour Record Keeping for Living Wage Contracts

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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 Propose'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.
REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?		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?	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 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 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.
	(Please blank out any personal information).	3.6. The records are stored in the Trackforce Vallant system. 3.7. Yes, they are used as a source document for payroll. 3.8. We have attached a sample payroll detail report. The employee and client names have been red

2 of 6

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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. 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.
4.1.	If records of actual time worked are not used to create payroll, what is the source document that is used?	4.2. The account manager prepares and checks the source document.
4.2.	Who prepares and who checks the source document?	4.3. The employees sign their physical paper timesheets.
4.3.	Does the employee sign it?	4.4. The account manager approves the source document, which is the payroll detail report. It is
4.4.	Who approves the source document, and what do they compare it with prior to approving it?	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.	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.

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FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.			
5. HOW PAYROLL IS PREPARED 5.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 5.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. 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).	6.1. We use the Tracidorce 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. 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. Employees receive a single check per pay period with all of their time properly calculated. 6.4. The check stub provides information about deductions for taxes, social security, benefits, etc. 6.5. We have attached a sample paycheck stub that shows the deduction categories.			

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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

221111134130-00014400014000000

Employee Go #

VOUCHER - NON NEGOTIABLE

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					Hours			Rate	
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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 roor-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.			

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FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.			
9. 9.1	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: 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).			
	OVERTIME I. How does the Proposer calculate overtime wages? 2. 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

14. LIVING WAGE ORDINANCE

Patrol Solutions abides by the Living Wage Ordinance and is **not** applying for exemption.

15. BID GUARANTY

We have included and attached our bid guaranty with our proposal submittal.

Required Bid Bond as submitted for Group 2 is included herein for reference.

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



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 the Total Proposed Annual Price (10% of the Total Proposed Annual Price)

PROJECT:

(Name, location or address, and Project number, if any)
Security Services for Various Public Works Transportation Service Area Field Locations Project Number, if any:
(BRC0000353) - Location Group 2: East Area Yards

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

(Witness)

17th

an Busse

day of April, 2023

(Principal)

(Title)
ASCOT IN:

ASCOT INSURANCE COMPANY

Samantha Russel

(Title)

racy Aston, Attorney in Fac

(Seal)

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State of California

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 of Los Angeles	
appeared <u>Tracy Aston</u> evidence to be the person(s) whose acknowledged to me that he/she/th	ne, Vanessa Fong, Notary Public, personally who proved to me on the basis of satisfactory e name(s) is/are subscribed to the within instrument and new executed the same in his/her/their authorized capacity(ies), or the instrument the person(s), or the entity upon behalf of the instrument.
Notary Public - California Los Angeles County Commission # 2398052 My Comm. Expires Mar 22, 2026	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public



Ascot Surety & Casualty Company Ascot Insurance Compan 55 W 46° Street, 26° 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, acting in conjunction with the head of the surety business line for the Corporation (each an "Authorized Individual"), 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 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 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 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 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, Suraty)

Matthew Kramer (Chief Executive Officer)

On this 12 To day of fulfills. We before 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 said corporate seals and signatures wave duty affixed and subscribed to said instrument by the authority and direction of said Companies.

ARLINDA KONGOLI

I, the undersigned Secretary of the Company, 85 hereby below that the torogoing excepts of the R torney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect

This Cartificate 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 Author mized 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 Jackington and any such Power of Attorney or certificate relating thereto (electronic or otherwise) shall be valid and building upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other centract of indemnity or writing obligatory in the Pathille Revieof.

IN WITNESS WHEREOF, I have hereurto retray hand and affixed the seal of the Companies, this

APR 17 2023 ASCOT SURETY & CASCIALTY COMPANY ASCOT INSURANCE COMPANY

All Claims Notices should be sent to: Ascot Surely & Casualty Company, 55 W 46th Street, 26th Floor, New York, NY 10036, Attention Bond Claim Unit: surely

No. 2638-5

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Ascot Insurance Company

of Colorado, organized under the laws of Colorado, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

> Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 22nd day of October, 2019, I have set my hand and caused my official seal to be affixed this 22nd day of October, 2019



Ricardo Lara

Carol Frair for Catalina Hayes-Bautista Insurance Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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 Transportation Service Area Field Locations.

Thank you for the opportunity to provide your team with this proposal.

The Patrol Solutions Team

79515

Agreement



BY AND BETWEEN
LOS ANGELES COUNTY
PUBLIC WORKS

AND

PATROL SOLUTIONS, LLC

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS

GROUP 3: COUNTYWIDE PARK-N-RIDE LOTS

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SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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AGREEMENT FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS ROAD MAINTENANCE FIELD LOCATIONS – GROUP 3, COUNTYWIDE PARK-N-RIDE LOTS

THIS AGREEMENT, made and entered into this 19th day of March, 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.

<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 April 18, 2023, hereby agrees to provide services as described in this Contract for Security Services for Various Public Works Road Maintenance Field Locations – Group 3, Countywide Park-N-Ride Lots.

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 \$650,049; the sum for the first optional annual term is \$674,082; the sum for the second optional annual term is \$699,048; the sum for the third and final optional annual term is \$724,948; and a month-to-month extension up to 6 months at the PW-2.4A rates for \$362,474, for a total not to exceed maximum potential contract sum of \$3,110,601 for the entire contract period if all optional terms are exercised or such greater amount as the Board may approve (Maximum Contract Sum). Up to 25 percent of any unused annual term amount may be utilized in the subsequent optional term.

<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 on April 1, 2023, or upon Board approval, whichever occurs last. 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-tomonth 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.

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 J, 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.

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Page 4 of 5

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.



COUNTY OF LOS ANGELES

Chair Board of Supervisors

ATTEST:

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



APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

By Mumory
Deputy

Margaret Ambrose Type/Print Name

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

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

45 March 19, 2024

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

PATROL SOLUTIONS, LLC

Its President

Type/Print Name

Its Secretary

Type/Print Name

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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.

_)						
Melvin Mario, Notary Public (insert name and title of the officer)						
personally appeared WHON WHO WHON WHO who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.						
the laws of the State of California that the foregoing						
MELVIN MARIO COMM. # 2360780 MOTARY PUBLIC SCALIFORINA SACRAMENTO COUNTY Comm. Exp. JULY 6, 2025 (Seal)						

SCOPE OF WORK

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

GROUP 3: COUNTYWIDE PARK-N-RIDE LOT LOCATIONS

A. <u>Public Works Contract Managers</u>

Public Works' Contract Manager (CM) for this service will be Mr. Fred Wong of our Transportation Planning and Programs Division. Mr. Wong may be contacted at (626) 458-3956, or frwong@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) delegating them the authority to also request work under this Contract. The CM and/or PWRs shall be the only persons authorized by Public Works to request work from the Contractor. Public Works may change the CM and/or PWR 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

Work locations, hours, and days of service are as indicated in Exhibit G, Security Services Group Locations and Schedules for the following sites:

- 1. Acton Park-N-Ride Lot
- 2. Fairplex Park-N-Ride Lot (Pomona)
- 3. Via Verde Park-N-Ride Lot (San Dimas)
- 4. Ventura Park-N-Ride Lot (Studio City)

Work locations and the number of hours may be increased or reduced 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 through PW-2.4A, 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 Form PW-2A, Schedule of Prices, for the Group Location, 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. The supervisory line items on Schedule of Prices, Forms PW-2.1A through 2.4A for Security Supervisor and Security Manager are reserve hours for on-call duty should additional work be required at a given post which calls for supervisory level detail. These items will be provided by the Contractor only upon request and sole discretion of Public Works. 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 Form PW-2A, Schedule of Prices, for the 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; observe and report activity pertinent to the security of the premises; document and log information and provide information to the CM and/or PWR; 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 always present a professional demeanor. 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.
- f. Security officers shall have at the ready, contact information for local law enforcement in the event of an emergency.

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 (Vehicle and On-Foot)

- a. Security officers shall conduct all vehicle and foot patrols as defined by the CM and/or PWR. Locations requiring vehicular patrols shall be conducted 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 conducting vehicle patrols 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 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.

d. For designated sites, the Contractor shall provide real-time tracking using Global Positioning System (GPS) enabled location monitoring for all duty guards. Software to track security officer's location must be web-based and accessible to the Contract Manager and any additional Public Works personnel requested. Tracking software shall maintain a minimum of 30 days of tracking data that can be retrieved through the software.

Locations requiring the web-based GPS location tracking are as indicated on Exhibit G, Service Schedules and Locations. The Contractor shall factor in all costs associated with providing the GPS location tracking into their guard rates on Schedule of Prices, Form PW-2.1A through 2.4A.

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. 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. Should site inspection be requested by the CM/PWR, the Contractor shall provide sufficient supervisory staff on each shift to ensure that each post assignment may be inspected at least once each shift. Furthermore, to ensure protocols are being followed and/or to mitigate any issues, the Contractor or its designated representative may be required to meet 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.

 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 all officers assigned to work at Public Works facilities, are of sound physical, emotional, and mental health as 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 Form PW-2A, 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 Lieutenants shall be at the rate indicated on Form PW-2A, Schedule of Prices.

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 <u>unsuitable</u> 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.
- 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.

Contractor's costs associated with providing the services in accordance with the contract inclusive of client management, oversight, quality assurance, supervision, equipment, training, uniforms, administrative costs, overhead, fuel, transportation, etc. shall be included in the hourly rates provided in Form PW-2.1A through PW-2.4A, Schedule of Prices hourly rates.

I. <u>County-Furnished Items</u>

- 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, where available. 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. This does not replace the Contractor's requirement to provide officers who are quipped with functional mobile phone and two way radio on their person at all times.
 - b. The Radio-telephone Operations Manual shall be provided by the County upon request, to 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 (if any) 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 I) 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. Any 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.
- 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. Ammunition pouch (armed security officers only);
- m. 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);
- n. 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. (armed security officers only);
- o. 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. (armed security officers only);
- p. Rain gear (as necessary);
- q. Jacket (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 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 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 or unannounced inspection
- 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
- 4) Video monitoring/recording
- 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

- 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 Form PW-2A, Schedule of Prices, 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, may 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.
- 3. 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>

- 1. 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 H) 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 CM 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. Dept. 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 CM 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.

NOTE: Form PW-2.1 – 2.5 is revised via negotiation as Form PW-2.1A – 2.5A to include GPS tracking item.

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICES AREA FIELD LOCATIONS - GROUP 3: PARK-N-RIDE LOTS (BRC0000353)

Park-N-Ride Lot Locations: Acton, Pomona Fairplex, Via Verde, and Ventura

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 on the Proposer's Form LW-8.1A (Group 3), 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.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1A.	Security Officer (Unarmed)	\$32.22 /hr.	9,710	<u>\$312,856.20</u>
1B.	Security Officer (Unarmed) GPS Tracking Enabled Guard	\$32.43 /hr.	7,748	<u>\$251,267.64</u>
2.	Security Supervisor (Armed)	<u>\$35.55</u> /hr.	<u>500</u>	<u>\$17,775.00</u>
3.	Security Manager (Armed)	\$36.30 /hr.	500	<u>\$18,150.00</u>
	TOTAL F	\$600,048.84		

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LEGAL NAME OF PROPOSER		
Patrol Solutions		
PHONE	MOBILE	E-MAIL ADDRESS
310-490-9804	415-760-8116	carlcunningham@patrolsolutions.com
BUSINESS LICENSE NO.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO.	DATE
0003188059-0001-6	119966	11/02/23

(Group 3) Option Term 1

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICES AREA FIELD LOCATIONS - GROUP 3: PARK-N-RIDE LOTS (BRC0000353)

Park-N-Ride Lot Locations: Acton, Pomona Fairplex, Via Verde, and Ventura

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 on the Proposer's Form LW-8.2A (Group 3), 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.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1A.	Security Officer (Unarmed)	\$33.51 /hr.	9,710	<u>\$325,382.10</u>
1B.	Security Officer (Unarmed) GPS Tracking Enabled Guard	\$33.73 /hr.	7,748	<u>\$261,340.04</u>
2.	Security Supervisor (Armed)	\$36.97 /hr.	500	<u>\$18,485.00</u>
3.	Security Manager (Armed)	\$37.75 /hr.	500	<u>\$18,875.00</u>
	TOTAL F	\$624,082.14		

LEGAL NAME OF PROPOSER		<u> </u>
Patrol Solutions		
PHONE	Mobile	E-Mail Address
310-490-9804	415-760-8116	carlcunningham@patrolsolutions.com
BUSINESS LICENSE NO.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO.	DATE
0003188059-0001-6	119966	11/02/23

NOTE: Form PW-2.1 - 2.5 is revised via negotiation as Form PW-2.1A - 2.5A to include GPS tracking item.

(Group 3) Option Term 2

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICES AREA FIELD LOCATIONS - GROUP 3: PARK-N-RIDE LOTS (BRC0000353)

Park-N-Ride Lot Locations: Acton, Pomona Fairplex, Via Verde, and Ventura

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 on the Proposer's Form LW-8.3A (Group 3), 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.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1A.	Security Officer (Unarmed)	<u>\$34.85</u> /hr.	9,710	<u>\$338,393.50</u>
1B.	Security Officer (Unarmed) GPS Tracking Enabled Guard	\$35.08 /hr.	7,748	<u>\$271,799.84</u>
2.	Security Supervisor (Armed)	<u>\$38.45</u> /hr.	<u>500</u>	<u>\$19,225.00</u>
3.	Security Manager (Armed)	\$39.26 /hr.	500	<u>\$19,630.00</u>
	TOTAL F	<u>\$649,048.34</u>		

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LEGAL NAME OF PROPOSER		
Patrol Solutions		
PHONE	MOBILE	E-MAIL ADDRESS
310-490-9804	415-760-8116	carlcunningham@patrolsolutions.com
Business License No.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO.	DATE
0003188059-0001-6	119966	11/02/23

NOTE: Form PW-2.1 - 2.5 is revised via negotiation as Form PW-2.1A - 2.5A to include GPS tracking item.

(Group 3)
Option Term 3

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICES AREA FIELD LOCATIONS - GROUP 3: PARK-N-RIDE LOTS (BRC0000353)

Park-N-Ride Lot Locations: Acton, Pomona Fairplex, Via Verde, and Ventura

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 on the Proposer's Form LW-8.4A (Group 3), 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.

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1A.	Security Officer (Unarmed)	<u>\$36.24</u> /hr.	9,710	<u>\$351,890.40</u>
1B.	Security Officer (Unarmed) GPS Tracking Enabled Guard	<u>\$36.48</u> /hr.	7,748	<u>\$282,647.04</u>
2.	Security Supervisor (Armed)	<u>\$39.99</u> /hr.	500	<u>\$19,995.00</u>
3.	Security Manager (Armed)	<u>\$40.83</u> /hr.	<u>500</u>	<u>\$20,415.00</u>
	TOTAL F	<u>\$674,947.44</u>		

LEGAL NAME OF PROPOSER		
Patrol Solutions		
PHONE	MOBILE	E-Mail Address
310-490-9804	415-760-8116	carlcunningham@patrolsolutions.com
BUSINESS LICENSE NO.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO.	DATE
0003188059-0001-6	119966	11/02/23

SCHEDULE OF PRICES SUMMARY SHEET FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICES AREA FIELD LOCATIONS - GROUP 3: PARK-N-RIDE LOTS (BRC0000353)

Park-N-Ride Lot Locations: Acton, Pomona Fairplex, Via Verde, and Ventura

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)	<u>\$600,048.84</u>
2 of 4	Option Term 1 (Form PW-2.2A)	<u>\$624,082.14</u>
3 of 4	Option Term 2 (Form PW-2.3A)	<u>\$649,048.34</u>
4 of 4	Option Term 4 (Form PW-2.4A)	<u>\$674,947.44</u>
ТОТ	AL OVERALL PROPOSED PRICE: (SUM OF ALL 4 TERMS ABOVE)	<u>\$2,548,126.76</u>
AVERA	AGE ANNUAL PROPOSED PRICE: (SUM OF ALL TERMS DIVIDED BY FOUR)	<u>\$637,031.69</u>

EXHIBIT A.2
FORM LW-8.1A
TERM 1 of 4

(Group 3)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

• GROUP 3 – COUNTYWIDE PARK-N-RIDE LOT LOCATIONS: Acton, Pomona-Fairplex, Ventura, and Via Verde

POSITION/TITLE *			HOUR	S PE	R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED	
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU FRI SAT		PER WEEK	HOURS (Annually)	WAGE RATE**		COST	
ACTON PARK-N-RIDE LOT	0	18.5	18.5	18.5	18.5	18.5	0	92.5	4810			
Unarmed Security Officer (1)		18.5	18.5	18.5	18.5	19		92.5	4810	\$19.41	\$	93,362.10
Unarmed Security Officer (2)								0	0		\$	-
Unarmed Security Officer (3)								0	0		\$	-
FAIRPLEX PARK-N-RIDE LOT (POMONA)	0	15	15	15	15	15	0	75	3900			
Unarmed Security Officer (1)		15	15	15	15	15		75	3900	\$19.41	\$	75,699.00
Unarmed Security Officer (2)								0	0		\$	-
VIA VERDE PARK-N-RIDE LOT (SAN DIMAS)	0	13	13	13	13	13	0	65	3380			
Unarmed Security Officer w/ GPS (1)		13	13	13	13	13		65	3380	\$19.41	\$	65,605.80
Unarmed Security Officer w/ GPS (2)								0	0		\$	-
VENTURA PARK-N-RIDE LOT	12	12	12	12	12	12	12	84	4368			
Unarmed Security Officer w/ GPS (1)	12	12	12	12	12	12	12	84	4368	\$19.41	\$	84,782.88
Unarmed Security Officer w/ GPS (2)								0	0		\$	-
ADDITIONAL ON-CALL												
Unarmed Security Officer			0	N-CAL	L			Varies	1000	\$19.41	\$	19,410.00
Armed Security Sergeant (Supervisor)			0	N-CAL	L			Varies	500	\$21.33	\$	10,665.00
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$21.84	\$	10,920.00
Comments/Notes:									[A]	Total Salaries	\$	360,444.78
					(1) Va	cation	ns, Sicl	k Leave, Holid	lay		\$	33,279.25
					(2) He	ealth I	nsuran	ce	•		\$	17,070.98
					(3) Pa	ayroll 7	axes	& Workers' Co	ompensation		\$	57,609.54
					(4) W	elfare	and P	ension	•		\$	2,592.42
								[B] Total	Employee Bene	efits (1+2+3+4)	\$	110,552.19
					(5) Ec	uipme	ent Co	sts			\$	13,450.95
					` ′			upply Costs			\$	70,414.52
		(7) General and Administrative Costs							\$	21,246.59		
				(8) Profit							\$	23,939.81
								[C]	Total Other Co	osts (5+6+7+8)	\$	129,051.87
							ΤΟΤ	4L PROPO	SED ANNL	IAL PRICE:	\$	600,048.84

^{*} 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, when there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled 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 Request for Proposals (RFP). Further, I declare the information submitted herein is true and accurate and affirm as such through my signed and submitted

Declaration Form submitted in response to this RFP.

Carl Cunningham	Carl S. Cunn	ingham	11/2/2023
Proposer Authorized Representative	Signature	0	Date

^{**} 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.

EXHIBIT A.2
FORM LW-8.2A
TERM 2 of 4

(Group 3)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

• GROUP 3 – COUNTYWIDE PARK-N-RIDE LOT LOCATIONS: Acton, Pomona-Fairplex, Ventura, and Via Verde

POSITION/TITLE *			HOUR	S PE	R DAY			HOURS	ESTIMATED	HOURLY		CALCULATED
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	COST	
ACTON PARK-N-RIDE LOT	0	18.5	18.5	18.5	18.5	18.5	0	92.5	4810			
Unarmed Security Officer (1)		18.5	18.5	18.5	18.5	19		92.5	4810	\$20.19	\$	97,113.90
Unarmed Security Officer (2)								0	0		\$	-
Unarmed Security Officer (3)								0	0		\$	-
FAIRPLEX PARK-N-RIDE LOT (POMONA)	0	15	15	15	15	15	0	75	3900			
Unarmed Security Officer (1)		15	15	15	15	15		75	3900	\$20.19	\$	78,741.00
Unarmed Security Officer (2)								0	0		\$	-
VIA VERDE PARK-N-RIDE LOT (SAN DIMAS)	0	13	13	13	13	13	0	65	3380			
Unarmed Security Officer w/ GPS (1)		13	13	13	13	13		65	3380	\$20.19	\$	68,242.20
Unarmed Security Officer w/ GPS (2)								0	0		\$	-
VENTURA PARK-N-RIDE LOT	12	12	12	12	12	12	12	84	4368			
• Unarmed Security Officer w/ GPS (1)	12	12	12	12	12	12	12	84	4368	\$20.19	\$	88,189.92
Unarmed Security Officer w/ GPS (2)								0	0		\$	-
ADDITIONAL ON-CALL												
Unarmed Security Officer			0	N-CAL	L			Varies	1000	\$20.19	\$	20,190.00
Armed Security Sergeant (Supervisor)			0	N-CAL	L			Varies	500	\$21.12	\$	10,560.00
Armed Security Lieutenant (Manager)			0	N-CAL	L			Varies	500	\$22.71	\$	11,355.00
Comments/Notes:									[A]	Total Salaries	\$	374,392.02
					(1) Va	cation	ns, Sic	k Leave, Holid	lay		\$	34,610.42
					(2) He	ealth I	nsuran	се	•		\$	17,753.82
					(3) Pa	yroll 7	axes	& Workers' Co	ompensation		\$	59,913.92
					(4) Welfare and Pension						\$	2,696.11
								[B] Total	Employee Bene	efits (1+2+3+4)	\$	114,974.27
					(5) Ec	uipme	ent Co	sts			\$	13,988.98
	(6) Service and Supply Costs							\$	73,733.01			
					(7) Ge	eneral	and A	dministrative (Costs		\$	22,096.45
			(8) Profit						\$	24,897.41		
								[C]	Total Other Co	osts (5+6+7+8)	\$	134,715.85
							ΤΟΤ	AL PROPO	SED ANNL	IAL PRICE:	\$	624,082.14

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, when there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled 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 Request for Proposals (RFP). Further, I declare the information submitted herein is true and accurate and affirm as such through my signed and submitted

Declaration Form submitted in response to this RFP.

Carl Cunningham	Carl S. Cunn	ingham	11/2/2023
Proposer Authorized Representative	Signature	0	Date

^{**} 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.

EXHIBIT A.2
FORM LW-8.3A
TERM 3 of 4

(Group 3)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

• GROUP 3 – COUNTYWIDE PARK-N-RIDE LOT LOCATIONS: Acton, Pomona-Fairplex, Ventura, and Via Verde

POSITION/TITLE *		HOURS PER DAY							ESTIMATED	HOURLY		CALCULATED	
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**	COST		
ACTON PARK-N-RIDE LOT	0	18.5	18.5	18.5	18.5	18.5	0	92.5	4810				
Unarmed Security Officer (1)		18.5	18.5	18.5	18.5	18.5		92.5	4810	\$20.99	\$	100,961.90	
Unarmed Security Officer (2)								0	0		\$	-	
Unarmed Security Officer (3)								0	0		\$	-	
FAIRPLEX PARK-N-RIDE LOT (POMONA)	0	15	15	15	15	15	0	75	3900				
Unarmed Security Officer (1)		15	15	15	15	15		75	3900	\$20.99	\$	81,861.00	
Unarmed Security Officer (2)								0	0		\$	-	
VIA VERDE PARK-N-RIDE LOT (SAN DIMAS)	0	13	13	13	13	13	0	65	3380				
• Unarmed Security Officer w/ GPS (1)		13	13	13	13	13		65	3380	\$20.99	\$	70,946.20	
Unarmed Security Officer w/ GPS (2)								0	0		\$	-	
VENTURA PARK-N-RIDE LOT	12	12	12	12	12	12	12	84	4368				
Unarmed Security Officer w/ GPS (1)	12	12	12	12	12	12	12	84	4368	\$20.99	\$	91,684.32	
Unarmed Security Officer w/ GPS (2)								0	0		\$	-	
ADDITIONAL ON-CALL													
Unarmed Security Officer	ON-CALL							Varies	1000	\$20.99	\$	20,990.00	
Armed Security Sergeant (Supervisor)	ON-CALL							Varies	500	\$23.07	\$	11,535.00	
Armed Security Lieutenant (Manager)	ON-CALL					Varies	500	\$23.62	\$	11,810.00			
Comments/Notes:									[A]	Total Salaries	\$	389,788.42	
					(1) Va	acatior	ns, Sic	k Leave, Holid	day		\$	35,994.83	
(2) Health Insurance						\$	18,463.97						
(3) Payroll Taxes & Workers' Compensation						\$	62,310.48						
(4) Welfare and Pension						\$	2,803.96						
								[B] Total	Employee Bend	efits (1+2+3+4)	\$	119,573.24	
(5) Equipment Costs						\$	14,548.54						
	(6) Service and Supply Costs						\$	76,264.53					
					(7) General and Administrative Costs					\$	22,980.31		
					(8) Profit					\$	25,893.30		
								[C]	Total Other Co	osts (5+6+7+8)	\$	139,686.68	
							ΤΟΤ	AL PROPO	SED ANNL	IAL PRICE:	\$	649,048.34	

^{*} 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, when there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

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Carl Cunningham	Carl S. Cunn	ingham	11/2/2023
Proposer Authorized Representative	Signature		Date

^{**} 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.

EXHIBIT A.2
FORM LW-8.4A
TERM 4 of 4

(Group 3)

STAFFING PLAN AND COST METHODOLOGY

• GROUP 3 – COUNTYWIDE PARK-N-RIDE LOT LOCATIONS: Acton, Pomona-Fairplex, Ventura, and Via Verde

POSITION/TITLE *			HOUR	S PE	R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED	
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (Annually)	WAGE RATE**		COST
ACTON PARK-N-RIDE LOT	0	18.5	18.5	18.5	18.5	18.5	0	92.5	4810			
Unarmed Security Officer (1)		18.5	18.5	18.5	18.5	19		92.5	4810	\$21.83	\$	105,002.30
Unarmed Security Officer (2)								0	0		\$	-
Unarmed Security Officer (3)								0	0		\$	-
FAIRPLEX PARK-N-RIDE LOT (POMONA)	0	15	15	15	15	15	0	75	3900			
Unarmed Security Officer (1)		15	15	15	15	15		75	3900	\$21.83	\$	85,137.00
Unarmed Security Officer (2)								0	0		\$	-
VIA VERDE PARK-N-RIDE LOT (SAN DIMAS)	0	13	13	13	13	13	0	65	3380			
Unarmed Security Officer w/ GPS (1)		13	13	13	13	13		65	3380	\$21.83	\$	73,785.40
Unarmed Security Officer w/ GPS (2)								0	0		\$	-
VENTURA PARK-N-RIDE LOT	12	12	12	12	12	12	12	84	4368			
Unarmed Security Officer w/ GPS (1)	12	12	12	12	12	12	12	84	4368	\$21.83	\$	95,353.44
Unarmed Security Officer w/ GPS (2)								0	0		\$	-
ADDITIONAL ON-CALL												
Unarmed Security Officer	ON-CALL							Varies	1000	\$21.83	\$	21,830.00
Armed Security Sergeant (Supervisor)	ON-CALL				Varies	500	\$23.99	\$	11,995.00			
Armed Security Lieutenant (Manager)	ON-CALL				Varies	500	\$24.57	\$	12,285.00			
Comments/Notes:					[A] Total Salaries				\$	405,388.14		
(1) Vacations, Sick Leave, Holiday						\$	37,434.63					
(2) Health Insurance						\$	19,202.53					
(3) Payroll Taxes & Workers' Compensation						\$	64,802.90					
(4) Welfare and Pension						\$	2,916.12					
[B] Total Employee Benefits (1+2+3+4)						\$	124,356.18					
(5) Equipment Costs						\$	15,130.49					
(6) Service and Supply Costs						\$	79,244.07					
		(7) General and Administrative Costs					\$	23,899.52				
					(8) Pr	ofit					\$	26,929.04
								[C]	Total Other Co	osts (5+6+7+8)	\$	145,203.12
							ΤΟΤΔ	AL PROPO	SED ANNU	AL PRICE:	\$	674,947.44

^{*} 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. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled 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 Request for Proposals (RFP). Further, I declare the information submitted herein is true and accurate and affirm as such through my signed and submitted Declaration Form submitted in response to this RFP.

Carl Cunningham	Carl S. Cunn	ingham	11/2/2023
Proposer Authorized Representative	Signature	0	Date

^{**} 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. Where the contracting party is a District, the term County includes the County and the contracting District.

<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.

<u>Public Works</u>. 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. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

- 1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment 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 pending any 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, 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, County. 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 1. 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 County will refer GAIN and GROW interview qualified candidates. 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 Enforcement</u>

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

- 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 books. and accounting records pursuant documents. 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.
- 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. 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. Subcontracting

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

- 1. If Contractor desires to Subcontract, Contractor 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.
- 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. <u>Validity</u>

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. Time Off for Voting

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 Policy

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. <u>Contractor Independence</u>

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

SECTION 3

TERMINATIONS/SUSPENSIONS

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

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program 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 for any 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. <u>Termination/Suspension for Improper Consideration</u>

- 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.
- 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. 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. <u>Labor</u>

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.
- 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. <u>General Insurance Requirements</u>

- 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.
- 2. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, 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. Certificates and copies of any 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. 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.
- 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. Subcontractors of Contractor

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. <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. <u>Enforcement and Remedies</u>

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.
- Liquidated Damages: It is mutually understood and agreed that b. 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.
- 3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor 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. <u>Contractor Standards</u>

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:

- 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.

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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.

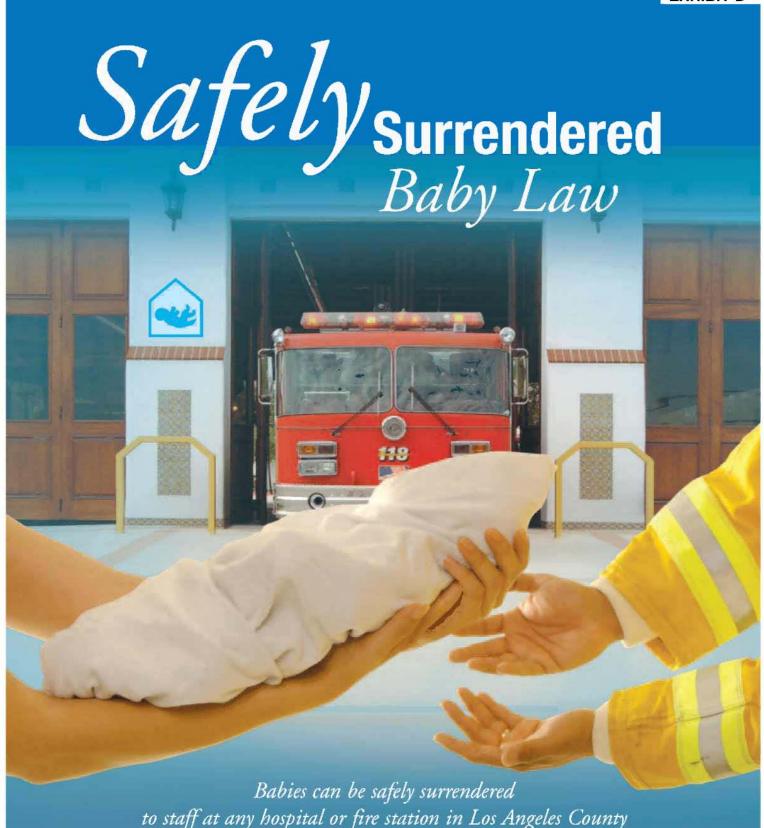
How Will My Employees Know if They Can Claim the EIC?

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. 205991



No shame. No blame. No names.

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



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





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 familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevá 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;
 - 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 Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. SC	OPE OF WORK				
1.	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	
3.	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 and Post Details followed and facility secured.	\$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 and/or incoming relief officer is on-site.	\$25 per employee, per occurrence.	□Yes □No □N/A	
8. Lock and Unlock Facility	Facility is locked and unlocked on schedule, where applicable.	\$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	

^{*}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
12. GPS Tracking Enabled Patrols (where required)	Contract specifications met in accordance with Exhibit A, Section E, Work Description and Exhibit G, Security Service Group Locations and Schedules.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
13. Assists Other Officers and Law Enforcement	Officer assisted as needed.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
14. Area Control – Prevent Hostile Acts and Protect Personnel/Property	Facility safe and secure.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
15. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed, documented, and submitted within the time frame requested.	\$50 per occurrence.	□Yes □No □N/A	
16. Vehicle Key Runs	Requested Department approval prior to using vehicle for key run.	\$100 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
B. REPORTS/DOCUMENTATIONS				
Daily Report and Facility Log	Submitted to Contract Manager daily report and maintain facility log.	\$25 per day per report that is late or not submitted.	□Yes □No □N/A	
2. Non-employee Injury Report	Completed by end of shift for each occurrence. File as needed.	\$50 per day per report that is late or not submitted.	□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
3. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	
C. EMPLOYEES				
Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor 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	

^{*}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
5.	Courtesy and Professionalism	Contract specifications met.	\$25 per employee, per occurrence.	□Yes □No □N/A	
6.	Working Knowledge of Facility and Beat Security Book	Facility security function complete.	\$50 per employee, per occurrence.	□Yes □No □N/A	
7.	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	
8.	Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	\$50 per employee, per occurrence.	□Yes □No □N/A	
D. St	JPERVISOR/MANAGERS				
1.	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	
2.	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 the specifications.	□Yes □No □N/A	
3.	Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 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
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	
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	
Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
10. Drives Vehicle	Drive vehicle 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.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
11. Conducts Investigation	Complete investigations in a timely manner.	\$50 per occurrence.	□Yes □No □N/A	
12. Reviews Subordinates' Reports	Complete on time as required.	\$25 per occurrence.	□Yes □No □N/A	
E. CONTRACT ADMINSTRATION				
Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$100 per day; work/contract potential suspension; possible termination for default of contract.	□Yes □No □N/A	
Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$100 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	□Yes □No □N/A	
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	

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

EXHIBIT F

PERFORMANCE REQUIREMENTS SUMMARY

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
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	

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

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 unarmed security service type (with or without GPS tracking) 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 3: Countywide Park-N-Ride Lots

Contract Manager: Fred Wong

Contact: (626) 458-3956; frwong@pw.lacounty.gov

Figure 1

SITE	PARK-N-RIDE LOT LOCATION	PUBLIC WORKS CONTRACT MANAGERS	GUARD DESIGNATION	SERVICE DAYS & SCHEDULE	ESTIMATED HOURS
1.	ACTON 733 West Sierra Hwy. Acton, CA 93550		Security Officer (Unarmed)	Monday – Friday 4 am to 10:30 pm 18.5 hrs. daily	4,810
2.	POMONA-FAIRPLEX 1810 Gillette Road Pomona, CA 91768	Fred Wong frwong@pw.lacounty.gov (626) 458-3956	Security Officer (Unarmed)	Monday – Friday 5 am to 8 pm 15 hrs. daily	3,900
3.	VIA VERDE 21320 Via Verde Road San Dimas, CA 91733	-and/or- Armen Dalyan adalyan@pw.lacounty.gov	Security Officer (Unarmed) GPS Tracking Equipped	Monday – Friday 6 am to 7 pm 13 hrs. daily	3,380
4.	VENTURA 10801 Ventura Blvd. Studio City, CA 91604	(626) 458-3907	Security Officer (Unarmed) GPS Tracking Equipped	Monday – Sunday -7 days per week- 6 am to 6 pm 12 hrs. daily	4,368
5.	ON-CALL	TBD*	Security Officer (Unarmed)	Varies	1,000
6.	ON-CALL	TBD*	Sergeant-Armed (Supervisor)	Varies	500
7.	ON-CALL	TBD*	Lieutenant-Armed (Manager)	Varies	500
	TOTAL HOURS for On-Call Security:			2,000	
TOTAL OVERALL SECURITY HOURS:				18,458	

^{*} Security Guard designation (armed, unarmed, +GPS, etc.) 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.

As stated herein and in the Contract's Exhibit A, Scope of Work, the service schedules specified above are subject to change as the needs of the County may vary. Such changes to any service schedules must first be approved by the Contract Manager. Any changes to the service schedules which are not first approved by the Contract Manager 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.

Security Officers shall provide service in accordance with the following post orders as detailed per location below in Figure 2. 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

	ACTON	POMONA-FAIRPLEX
	733 West Sierra Highway	1810 Gillette Road
ALL	Acton, California 93550	Pomona, California 91768
SITES	VIA VERDE	VENTURA
	21320 Via Verde Road	10801 Ventura Blvd.
	San Dimas, California 91733	Studio City, California 91604

Arrival Procedure:

- Security Officer shall arrive on time and report to their post as scheduled.
- As applicable, Security Officer shall confirm GPS tracking is enabled and fully functional for the shift, and shall provide access to the CM or designated PWR.
- Security Officer shall provide phone access to CM/PWR or designee in the event of any need for emergency contact.
- Any areas of specific detail will be communicated between officer and CM/PWR by or before shift start.

• Patrol Requirement:

- Security Officer on duty shall conduct hourly foot patrols of entire lot location throughout the shift.
- Security Officer on duty shall be alert and investigate any suspicious activity, including monitoring all entry points, and walls/fences to ensure there is no unauthorized or illegal activity and to ensure safety of premises and both private and public property.
- Security Officer on duty shall observe and identify any unauthorized persons (loiterers, transients, squatters, living in vehicles, etc.) on the premises and promptly inform them of its intended use as a parking lot for daily commuters and to ask them to please vacate the facility at once. If they fail to comply that, also their presence will be reported.
- Security Officer on duty shall act as a deterrent to any observed illegal activity (i.e attempted theft, attempted violence, attempted vandalism, attempted violence, attempted threats), or other situations which may be deemed unsafe.
- Security Officer on duty shall contact local law enforcement promptly for any criminal activity observed by the security officer or reported to the security officer which occurred on or near the Park-N- Ride facility which the security officer was unable to address, and for any other situations which may be deemed unsafe.

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/activity, 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 relieve their post as scheduled or upon relief from incoming Officer.

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.

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

	DATE:
	TO:
	FROM:
n accordance with the terms of the Security S for Contract Deviations(s) at:	Services for Los Angeles County Public Works
Facility	
Date	
Shift	
Amount of Deduction \$	

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to Los Angeles County Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, Alhambra, California 91803-1331, Attention 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 I)

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:
	Corrective Action:
	Plan to Prevent Recurrence:
Signe	d Date
J	d Date Date Contractor's Contract Director
Return	n to Contract Manager

EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY

10.		
	Contract Manager/Assistant Contract Manager	
FRON	Л:	
	Contractor (firm name)	
	undersigned, agree to return to Los Angeles County Public Wor	
this C	ontract for Security Services at the Public Worksacility), all items (listed below) issued to me by the County. I als	(name of
	cement of any County equipment issued to me, if damaged or lo	
	returned upon termination of this Contract with Public Works.	
The fo	ollowing equipment was issued to the Contractor:	
	EQUIPMENT	CONDITION
1.		
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
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.)
Date of Loss:
Police Agency Report to:
Date of Report:
Contractor (Firm Name):
Contract Manager signature:

BOND FOR FAITHFUL PERFORMANCE

KNO	W ALL MEN BY THESE PRESENTS:			
That		(O , , , , (D ; , ;	n	
	'	(Contractor/Principal	1)	
as pri	ncipal, and			
·	•	(Surety)		
	rety, are held and firmly bound unto the LOS ANGELES, State of California (hereinafter C			BLIC WORKS AND COUNTY OF
				Dollars (\$
lawfu ourse	I money of the United States, for the payrelves, jointly and severally, firmly by these pr	ment of which s resents.	um, well	and truly to be made, we bind
enter Servi	condition of the above obligation is such that, into a written contract with the County for Size Area Field Locations, Group and is rexecution of said contract.	Security Services	for Vario	ous Public Works Transportation
of sai this o paym Coun and th	, THEREFORE, if said principal shall well and contract on its part to be done and perform bligation shall be null and void, otherwise it ent by said County to said principal shall excity shall have actual notice that such payment en only to the extent that such payment shaunt of such premature payment.	ned at the times shall be and rem onerate any sure nt is premature a	and in th nain in ful ty unless at the time	le manner specified therein, then I force and effect. No premature the Board of Supervisors of said e and it is 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 by hereunder, nor shall any extensions of the the principal or surety, and notice of such alwrety, provided, however, that if any alteration or which will increase the total amount to be then written consent of the surety shall be seen that the s	contract, shall no time granted un- terations or exte ons are made wi be paid to the co e first obtained.	ot in any voter the positions of his one of the history of the his	way release either the principal or rovisions of said contract release the contract is hereby waived by alter the general character of the
Ву		Ву		
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Dy .	Its	Бу	-	Its Attorney-in-fact
Ву		Ву		•
_y	Its	Бу	-	Its Attorney-in-fact
Ву		Ву		-
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Tuesday, April 18, 2023

A SECURITY PARTNERSHIP PROGRAM FOR

THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Security Services for

Various Public Works Transportation Service Area Field
Locations

(BRC0000353)

Local Address

14241 Firestone Blvd., Suite 400 La Mirada, CA 90638

Primary Contact

Carl Cunningham, General Manager

415-760-8116

carlcunningham@patrolsolutions.com

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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, Owner | 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

carlcunningham@patrolsolutions.com | 415-760-8116

4. SUPPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES

Statement of Information





BA2022123123



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

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
	TOTAL CONDOVA, CA 95070
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.

PROPOSAL Page 5

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By signing, I affirm under penalty of perjury California law to sign.	that the information herein is true and correct and that I am authorized by
Klinton Kehoe	12/09/2022

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 Transportation Service Area Field Locations (BRC0000353). 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.

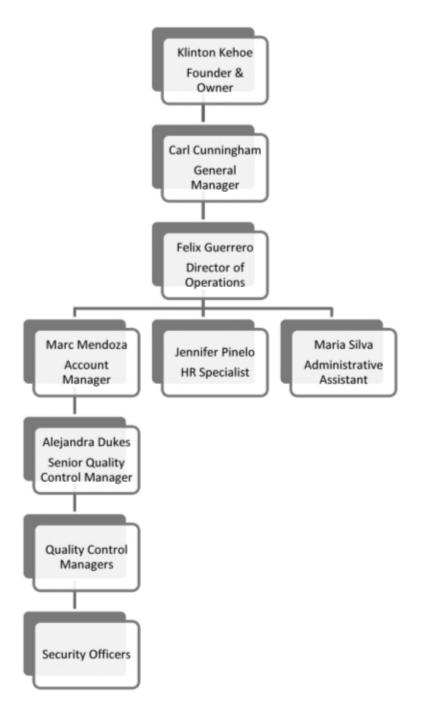
Patrol Solutions specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. PS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge 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 Transportation Service Area 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 Owner



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 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

Graduated 1.

Cypress Private Security Santa l

Santa Fe Springs, California

Work Experience

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
 - 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
 - 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
 - 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
 - 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
 - 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
 - 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 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 cleaning their responsible for 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.

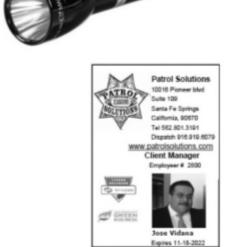




Materials and Equipment

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 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

> 2 weeks prior to startup	Acc. Mgr.
> 2 weeks prior to startup	Human Resources
> 2 weeks prior to startup	Acc. Mgr.
> 2 weeks prior to startup	Acc. Mgr.
> 2 weeks prior to startup	Human Resources
> 2 weeks prior to startup	Acc. Mgr.
> 2 weeks prior to startup	Acc. Mgr.
> 2 weeks prior to startup	HR & Acc. Mgr.
> 1 week prior to startup	Acc. Mgr.
Continuous	Acc. Mgr.
> 1 week prior to startup	Acc. Mgr.
> 1 week prior to startup	Acc. Mgr.
> 1 week prior to startup	Acc. Mgr.
> 1 week prior to startup	Scheduling Manager
> 1 week prior to startup	Acc. Mgr.
> 1 week prior to startup	Acc. Mgr.
TBD	Dir. of Ops./ Acc. Mgr.
	> 2 weeks prior to startup > 1 week prior to startup Continuous > 1 week prior to startup

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.



Proposer's Form LW-8 Staffing Plan and Cost Methodology is included as Exhibit A.2 to this contract.

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:

- Initial communication of the problem.
- 2. Verification of the problem.
- 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.
 - Review the action plan with the client.
 - 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.

DAILY ACTIVITY REPORT

Client:						Date:			
Location:									
Day Shift		Hours:							
Swing Shift	->	Officer:							
Grave Shift		Post							
Equipment Received	at Start of 1	Shift							
By signing here you	agree to an	d acknowledge that	t you have taken you	ur instructed and req	uired breaks during y	our shift.			-
Signature:				Print Name:					
Breakage				Loss (keys) Loss (equipment)			Threats Trespassing		
Alarm				Lone Survey			Therete		_
							Trespassing		_
Complaints				Malfunction			Usage/Deple	tion (refil/change)	
Fire				Obstruction			Violence		_
Flood				Response by Author	ties		Visitors (unle	ss listed separate)	
Hazard (iden	ntified)			Theft			Waste of pow	ver/water/gas etc.	
TIME	DAILY			UR ACTIVITIES IN D	ETAIL)	URRED	DURING		PA
	FIRST	10 MINUTE BREA	AK						_
									_

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.

LUNCH BREAK LUNCH BREAK SECOND 10 MINUTE BREAK	TIME	DAILY ACTIVITY REPORT (DAR)	PAGE
SECOND 10 MINUTE BREAK			b
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		`	
		SECOND 10 MINUTE BREAK	
END OF SHIFT		END OF SHIFT	

Incident Report



	IIV	CIDEMI KE	PORT			
Client:		Address:		Phone Number:		
Type of Incident:		Place of Incider	nt:			
Date & Time of Incident:			Police/Fire Yes Client Notif			
Name of Reporting Person:			No supervisor	Notified:		
	MES OF VICTIMS	, WITNESSES,	PERSONS	INVOLVED, ETC.		
V - Victim W - Witness S -	- Subject					
Name C	ontact Number		0	rganization/Address		
	DES	CRIPTION OF F	PROPERTY	,		
(Example: Brand, Model, Colo	r, Year, License or	Serial Number)				
× .						
		NARRATIV	/E			
Description of Incident/Injury (V	WHO - WHAT- WH					
Reporting Person's Name:	Signature:		Date/Time	of Report: 2016-04-	PAGE 1	OF 2



INCIDENT REPORT

	NAR	RATIVE (Cor	tinued)		
Description of Incident/Injury (V	MO - WHAT- WHERE	E – WHEN –	HOW)		
			b		
				-	
Reporting Person's Name:	Signature:		Date/Time of Report: 2016-04-	PAGE 2	OF 2

Conditions Report



Patrol Solutions

CONDITIONS REPORT

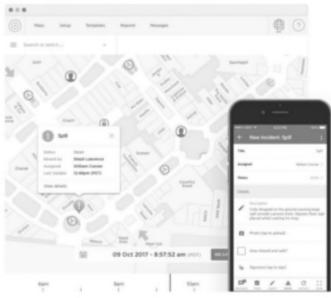
Client Site						Date of Report
Site Address]				Time of Observation
The following co corrective action Location	endition was noted and is a as appropriate:	brou	ght to	your	atter	ntion for information or
Condition Obser	ved					
Reported By:						

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.



TELECARE CORPORATION

TELECARE PATROL TOUR

Location: TELECARE CO	DRPORATION	Officer: Arrend voel	ker
Device: Telecare Corp :	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







Tour details

Tag Name	Tag S/N	Order	Tag#in	Time
rug reame	108 2114	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

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

Proposer's Financial Resources documents 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
TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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.

Form PW-16

FORM PW-16

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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 this Request for Proposals described in the Fourteenth Paragraph of the Sample Agreement, and Proposer will procumaintain, and provide the County the performance bond, substantially in the form attached Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact busin as a surety insurer in the State of California (or by the surety's agent with a notarized coppower of attorney). The bond shall be maintained to provide for continuing liability in the abandounts, including timely renewals, notwithstanding any payment or recovery thereon.	the ness
Proposer will not provide a performance bond as set forth in the Request for Proposals described in the Fourteenth Paragraph of the Sample Agreement, and Proposer will procure, maintain, and provide the County the performance bond, substantially in the fattached as Exhibit L, in the sum not less than 50 percent of the annual amount each, pays to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transbusiness as a surety insurer in the State of California (or by the surety's agent with a notar copy of power of attorney). The bonds shall be maintained to provide for continuing liability the above amounts, including timely renewals, notwithstanding any payment or recontinuence. Checking this box will render your proposal as nonresponsive and will immediate disqualify your firm from further consideration.	form rable risac rized ity in very

12. RECORD KEEPING

Form LW-9

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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.
REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	 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. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payrol? 3.8. 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 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 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. 3.6. The records are stored in the Trackforce Valiant system. 3.7. Yes, they are used as a source document for payroll.

2 of 6

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FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
42.	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) If records of actual time worked are not used to create payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document, and what do they compare it with prior to approving it?	4.1. Records of actual time ARE used to create payroli. The manager checks the Trackforce Valiant system with the employees' timesheets to verify actual time worked. 4.2. The account manager prepares and checks the source document. 4.3. The employees sign their physical paper timesheets. 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.
5.2.	BREAKS How does the Proposer know that employees take mandated breaks and meal breaks (periods)? Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?	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. We save the physical timesheets that employees sign. 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 PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared 6.1. We use the Trackforce Valiant payroll system. It links time on the schedule with the employee pay and how the Proposer ensures that employee rates associated with the type of post, type of shift, and anything else that impacts pay. It automatically wages are appropriately paid. calculates overtime rates based on hours worked in the schedule. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.2. Employees are paid via automated check. There is a direct deposit option as well. In the event that 6.3. If by check, do they receive a single check for a psycheck has a mistake, a manual check can be issued with the corrected amount. 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. 6.4. What information is provided on the check (e.g., 6.4. The check stub provides information about deductions for taxes, social security, benefits, etc. deductions for taxes, etc.)? 6.5. ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS 6.5. We have attached a sample paycheck stub that shows the deduction categories. DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).

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

221111134130-00014400014000000

Employee Go #

VOUCHER - NON NEGOTIABLE

Redacted 10688 PATROL SOLUTIONS LLC. DEFAULT Clock# CALIFORNIA PAT595 CA 6060 SUNRISE VISTA FW- S 0 S7- S 1 Total Surt 11/1/22 Period Ending 11 / 15 / 22 11 / 22 / 22 SUITE 1500 CITRUS HEIGHTS, CA 95610 EARNINGS 3.62 DEDUCTIONS
YID DESCRIPTION \$0.00 NET PAY
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					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
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FORM LW-9

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. 7.1. 7.2.	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 propere 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 softwere 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.
9. 9.1	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: 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).
	OVERTIME I. How does the Proposer calculate overtime wages? 2. 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

Declaration for Various Public Works Transportation Service Area Field Locations (BRC0000353)

PROPOSER'S DECLARATION FORM

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS
TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

<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-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: 04/03/23	

PW-1: Proposer's Organization Questionnaire/Affidavit

FORM PW-1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Pi	PROPOSER NAME: Patrol Solutions		WEBVEN NUMBER: 199883
В	JSINESS ADDRESS: 14241 Firestone BI	vd., Suite 400 La Mirada, CA 90638	
TE	ELEPHONE NUMBER: 415-760-8116	E-MAIL:	ingham@patrolsolutions.com
IN	TERNAL REVENUE SERVICE EMPLOYER ID	ENTIFICATION NUMBER: CALIFOR	NIA BUSINESS LICENSE NUMBER: 0910319
1.	Select the option that best defines your firm's business structure:	If Corporation or Limited Liab Legal Name (as stated in Article Patrol Solutions, LLC State of Incorporation:Califo Year of Incorporation:2016 If Limited Partnership or a Sol Name of proprietor or managing If other: Specify business struct	mia le Proprietorship: partner:
2.	Is your firm doing business under one or more DBA's?	Name: Country of Registration: Year became DBA:	
3.	Is your firm wholly/majority owned by, or a subsidiary of another firm?	If yes, indicate name of Parent F Name of Parent Firm: State of Incorporation or registra	
4.	Has your firm done business under other names within last five (5) years ?	If yes, indicate any other names Name(s): Year(s) of Name Change:	

Page 1 of 2

FORM PW-1 (Continued)

	List names of all joint ventures, partners, subcontractors, or others having any right or interest	NONE
5	in this contract or the proceeds	
-	thereof. If not applicable, state "NONE".	
Г	Is your firm involved in any pending acquisition or mergers?	If yes, please provide additional information regarding the pending merger.
	☐ Yes ☑ No	
6		
Г	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:

Page 2 of 2

PW-2: Schedule of Prices

FORM PW-2

SCHEDULE OF PRICES

FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC000353)

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 three separate service Contracts to three separate Service Location Groups; however, proposers are <u>not</u> required to submit bids for all 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.3 for the Service Location Group(s) as follows:

SERVICE LOCATION GROUP	SCHEDULE OF PRICES	SUBMITTED PROPOSAL
GROUP 1: North Area Yards	PW-2.1 to PW-2.5	∀es □ No
GROUP 2: East Area Yards	PW-2.1 to PW-2.5	⊠Yes □ No
GROUP 3: Countywide Park-N-Ride Lots	PW-2.1 to PW-2.5	⊠ Yes □ No

LEGAL NAME OF PROPOSER Patrol Solutions	Title of Authorized Person General Manager			
SENATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL Carl Cunningham	04/13/23			
DOENSE TYPE PPO	Business PHONE 310-490-9804	Мовье Рноне 415-760-8116		
STATE CONTRACTOR'S LICENSE NUMBER	Proposer's Appress			
	14241 Firestone Blvd	d., Suite 400		
119966	La Mirada, CA 90636	8		

Proposer's Form PW-2 Schedule of Prices is included as Exhibit A.1 to this contract.

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?			
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			
			Certifies Compliance? ✓ Yes □ No			
			If No, identify exemption:			
	Contractor Employee Jury Service Program Certification Form & Application for Exception		My business does not meet the definition of "contractor," as defined in the Program.			
7		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?			

PW-4: Contractor's Industrial Safety Record

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR:	LA County DPW Various Public Works Transportation Service Area Field Locations (BRC0000353)
SERVICE BY PROPOSERSe	curity Services
PROPOSAL DATE: 04/03/23	

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
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.

<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

Kathryn Barger Fifth District

Dear Andrew Tan,

<u>Director</u> Rafael Carbajal

Chief of Staff

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

Æ

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	PORM PW-0		
PROPOSER NAME:	Patrol Solutions				
PROPOSED CONTRAC Provide a comprehensive refere years. Please verify all contact and/or fax numbers, or e-mail a A. COUNTY OF LC	LA County DPW (BRC0000353) ince list of all contracts for good names, telephone and fax num	Is and/or services provided by bers, and e-mail addresses bef se additional pages if required S			
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:	TELEPHONE:		
FAX:		FAX:	FAX:		
E-MAIL:		E-MAIL:			
B. OTHER GOVER	NMENTAL AGENCIES	AND PRIVATE COMP	ANIES		
SERVICE: Security	SERVICE DATES: 09/2020 to present	SERVICE: Security	SERVICE DATES: 01/2021 to present		
AGENCY/ FIRM: Arts District of Los Angeles But		AGENCY/ FIRM: Contra	Costa Water District		
ADDRESS: 1801 E. 7th St. I	Los Angeles, CA 90021	ADDRESS: 1331 Conco	ord Ave. Concord, CA 94520		
CONTACT: Miguel Vargas, E	xecutive Director		tinez, Facilities Maintenance Administrator		
TELEPHONE: 213-880-1332		TELEPHONE: 925-688-6	8146		
FAX:		FAX:			
E-MAIL: miguel@artsdistrictl	a.org	E-MAIL: facilities@ccw	vater.com		
SERVICE: Security	SERVICE DATES: 06/2020 to present	SERVICE: Security	SERVICE DATES: 04/2020 to present		
	ncisco Human Services Agency				
	. San Francisco, CA 94103		'59 Burbank, CA 91510		
CONTACT: Joseph Villatoro,	Security Liaison Officer		pherys, Safety Manager		
TELEPHONE: 415-850-6341		TELEPHONE: 818-565-	2155		
FAX:		FAX:			
E-MAIL: joseph.villatoro@sfg	gov.org	E-MAIL: thumpherys@	Ølfcu.com		

PW-7: Equal Employment Opportunity Certification

Patrol Solutions

Proposer's Name

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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, n and 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.	M 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.	Ø	YES NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include	Ø	YES
	establishment 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			\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 the	ree (3) years.		\checkmark				
If yes, please list all contracts that have been terminated prior to	If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years below.						
Name of Service/Contract: Na	me of Entity/Agency:						
Entity/Agency Address:							
Contact Person and Title: Bu	siness Phone:						
Termination Date: Co	ontract Number:						
Reason for Termination:							
Entity/Agency Address: Contact Person and Title: But	ame of Entity/Agency: usiness Phone: untract Number:						
Entity/Agency Address:	ame of Entity/Agency:						
	ontract Number:						
Reason for Termination:							

PW-10: Community Business Enterprise (CBE) Information

FORM PW-10

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on this form. Where a field requests number or total, provide responses using numerical digits only.

-INSTRUCTIONS FOR COMPLETING FORM PW-10-

Section 1: FIRM/ORGANIZATION INFORMATION						
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.					
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.					
Race/Ethnic Composition of Firm Table	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 total 100%.					

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, OR 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.

NOTE: 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.

Section 1:

TITLE	REFEREN	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.						
FIRMORGANIZATION INFORMATION	and conside							
Total Number of Employees in Cali	fornia:	170						
Total Number of Employees: (include	ding owners)	ng owners) 170						
Race/Ethnic Composition of Firm:	Enter the make-	up of Own	ners/Partners/Asso	ciate Partners into the folio	wing categories:			
Race/Ethnic Composition	Owner		/Partners/Associate Firm's Pe		centage of Distribution			
	MALE		FEMALE	MALE	FEMALE			
Black/African American				%	%			
Hispanic/Latino				%	%			
Asian/Pacific Islander				96	%			
American Indian				%	%			
Filipino				%	%			
White	2			100 %	%			

· Section 2:

TITLE		REFERENCE				
CERTIFICATION AS MINORITY, WON DISADVANTAGED, DISABLED VETER GAY, BISEXUAL, TRANSGENDER, QU QUESTIONING-OWNED (LGBTQQ) B	AN, OR LESBIAN, EER, AND	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterpris a public agency, complete the following.				
☐ Check here if this d	loes not apply for you	ur firm/agency;	otherwise, please m	ark all that apply I	below:	
Firm/Agency Name	Minority	Women	Disadvantaged	Disabled Vet	LGBTQQ	
		+	_			

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:
 Court of Jurisdiction:
B. □ Pending Litigation □ Threatened Litigation □ Judgment (check one)
 Against □ Proposer; □ Principal; □ Both (check as appropriate)
Name of Litigation/Judgment:
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 TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

	Patrol Solutions
Prop	oser's Name
	14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
Addr	ess
Ø	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 Form is omitted as it is no longer required/applicable.

PW-15: Statement of Equipment Form

FORM PW-15

AFFIRMATION OF COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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	Current - 02/2025	119966	64

- 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 continuously providing	
	To: Present	armed and unarmed security services	7, 8

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 115

Page 1 of 2

FORM PW-15

(Continued)

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

$\mathbf{\Delta}$	Yes.	Propo	ser's	supe	ervising	employee(s) d	oes	have	the	required	years	of	expe	rience
			the ty	pe of	securit	y operation	s as	spe	cified	abo	ve. Pleas	se con	nple	te 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,	From: 2009	Began career in security in 2009, became	
Owner	To: Present	owner of Patrol Solutions in 2016	10

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>

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: Section 15: Bid Guaranty

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.

 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 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 TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

	Patrol Solutions
Pr	roposer's Name
	14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
A	ddress
ั่	Proposer will provide a performance bond as set forth in this Request for Proposals, as described in the Fourteenth Paragraph of the Sample Agreement, and Proposer will 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 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 bond 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 as set forth in the Request for Proposals, as described in the Fourteenth Paragraph of the Sample Agreement, and Proposer will no procure, maintain, and provide the County the performance bond, substantially in the formattached 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.

LW-3: Living Wage Rate Annual Adjustments

FORM LW-3

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	Previous Year + CPI
January 1, 2025	Previous Year + CPI

Effective January 1, 2024, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, and every year thereafter.

LW-7: Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology

FORM LW-7

Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from July 1, 2023, and will end June 30, 2024, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage. Each Contract term has its own Form PW-2 and Form LW-8.

Important: CONTRACTOR IS RESPONSIBLIE TO PAY THE REQUIRED MINIMUM LIVING WAGE RATE FOR EACH YEAR REGARDLESS IF THE RATES LISTED ON FORM LW-8s ARE LOWER.

HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE <u>HIGHER</u> OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS <u>OR</u> YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

Effective Date	Hourly Rate
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	Previous Year + CPI
January 1, 2025	Previous Year + CPI

For example, contractor's term cover from July 1, 2023, to December 31, 2023, the Living Wage rate is \$18.49 and from January 1, 2024, to June 30, 2024, the Living Wage rate is \$18.49+CPI; therefore, the Contractor's LW-8 for this period must be \$18.49+CPI or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.



Proposer's Form LW-8 Staffing Plan and Cost Methodology is included as Exhibit A.2 to this contract.

LW-9: Wage and Hour Record Keeping for Living Wage Contracts

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR VARIOUS PUBLIC WORKS TRANSPORTATION SERVICE AREA FIELD LOCATIONS (BRC0000353)

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 Propose'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	REPORTING TIME I does the Proposer know employees actually urted to work and at what time? For example, in sheets, computerized check in, call-in system, ome other mathod?	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?	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 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 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.
	(Please blank out any personal information).	3.6. The records are stored in the Trackforce Vallant system. 3.7. Yes, they are used as a source document for payroll. 3.8. We have attached a sample payroll detail report. The employee and client names have been red

2 of 6

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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. 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.				
4.1.	If records of actual time worked are not used to create payroll, what is the source document that is used?	4.2. The account manager prepares and checks the source document.				
4.2.	Who prepares and who checks the source document?	4.3. The employees sign their physical paper timesheets.				
4.3.	Does the employee sign it?	4.4. The account manager approves the source document, which is the payroll detail report. It is				
4.4.	Who approves the source document, and what do they compare it with prior to approving it?	compared with the paper timesheets. In addition, the electronic guard tracking system (which is also use 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.	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.			
5. HOW PAYROLL IS PREPARED 5.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 5.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. 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).	6.1. We use the Tracidorce 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. 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. Employees receive a single check per pay period with all of their time properly calculated. 6.4. The check stub provides information about deductions for taxes, social security, benefits, etc. 6.5. We have attached a sample paycheck stub that shows the deduction categories.			

4 of 6

Patrol Solutions Tuesday, April 18, 2023

PATROL SOLUTIONS LLC. CALIFORNIA 6060 SUNRISE VISTA **SUTTE 1500** CITRUS HEIGHTS, CA 95610

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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.			
9. 9.1	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: 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).			
	OVERTIME I. How does the Proposer calculate overtime wages? 2. 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

14. LIVING WAGE ORDINANCE

Patrol Solutions abides by the Living Wage Ordinance and is **not** applying for exemption.

15. BID GUARANTY

We have included and attached our bid guaranty with our proposal submittal.

Required Bid Bond as submitted for Group 3 is included herein for reference.

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



Bid Bond

CONTRACTOR:

(Name, legal status and address)
PATROL SOLUTIONS
6060 Sunrise Vista
Critrus Heights. CA 95621

SURFTY-

(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 the Total Proposed Annual Price (10% of the Total Proposed Annual Price)

PROJECT:

(Name, location or address, and Project number, if any)

Security Services for Various Public Works Transportation Service Area Field Locations Project Number, if any: (BRC0000353) - Location Group 3: Countywide Park-N-Ride Lots

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 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

178

Lusel

day of April, 2023

PATROL SOLUTIONS (Principal)

(Title)

(Surety)

COMPANY

(Title)

7111

Tracy Aston, Altorney in Fact.

(Seal)

(Seal)

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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

acknowledged and that by-his	Tra the person to me that s/her/their s	cy Aston (s) whose na he/she/they signature(s) o	Vanessa Fong, Notar who proved to me(s) is/are subscribed executed the same in he in the instrument the pe	o me on the basis d to the within in his/her/ their autho	s of satisfactory astrument and orized capacity(ies).
which the pers	son (s) acted	l, executed th	e instrument.		
		t	certify under PENAL? he State of California t	TY OF PERJUR that the foregoin	tY under the laws of g paragraph is true

and correct.

lotary Public - California Los Angeles County Commission # 2398052

WITNESS my hand and official seal.

Signature of Notary Public



Ascot Surety & Casualty Company Ascot Insurance Company 55 W 46* Street, 26* 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 Underw RESOLVED, that any of the Chile executive Concer, the Chief Operating United or the Lines underwring United, across in conjunction from the near or the savely business line for the Corporation (seek) an "Authorized Individual", and, collectively, the "Authorized Individual", are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation is the transaction of the Corporation's surely 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 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 evaluing thereto (electronic or otherwise) by faceimite and any such Power of Attorney or certificate learning such faceimite signatures or faceimite 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 Juigley (Executive Vice President, Suraty)

Matthew Kramer (Chief Executive Officer)

STATE OF NEW JERSEY)
COUNTY OF MODULESEX) as.

On this day of Signal State of the surety business line for each of Ascot Surety & Casualty Company insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me; known to be the individuals described herein, and acknowledged that the seals afflued to the preceding instrument are the corporate seals of As & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duty affixed and subscribed to said is by the authority and direction of said Companies.

ARLINDA KONGOLI

I, the undersigned Secretary of the Company, 80 kinds but by the bregoing excepts of the Resolution adopted by the Spand of Directors of the Charles issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect

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 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 facsimite and any such Power of Attorney or certificate bearing such facsimite signatures or facsimite seal (electronic or otherwise) shall be valid and fanding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indexing and the property of the contract of indexing and index

IN WITNESS WHEREOF, I have hereurto solmy hand and affixed the seal of the Companies, this

ADR 17 2023

ASCOT SURETY & CASCIALTY COMPANY ASCOT INSURANCE COMPANY

All Claims Notices should be sent to: Ascot Surely & Casualty Company, 55 W 46th Street, 20th Floor, New York, NY 10036; Attention Bond Claim Unit; purel

No. 2638-5

STATE OF CALIFORNIA DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Ascot Insurance Company

of Colorado, organized under the laws of Colorado, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

> Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 22nd day of October, 2019, I have set my hand and caused my official seal to be affixed this 22nd day of October, 2019



Ricardo Lara

Carol Frair for Catalina Hayes-Bautista Insurance Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained berein.

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 Transportation Service Area Field Locations.

Thank you for the opportunity to provide your team with this proposal.

The Patrol Solutions Team