



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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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

46 March 19, 2024

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

**SERVICES CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF SERVICES CONTRACT
ARMED AND UNARMED SECURITY SERVICES FOR
PUBLIC WORKS HEADQUARTERS COMPLEX
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to Patrol Solutions, LLC, for armed and unarmed security services for the Public Works Headquarters complex.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work in this Board letter is not a project pursuant to the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair to execute the contract for armed and unarmed security services to Patrol Solutions, LLC. This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$8,656,355.

4. Delegate authority to the Director of Public Works or his designee to renew the contract 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 contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if 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 contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to Patrol Solutions, LLC, to provide 24-hour armed and unarmed security services for the Public Works Headquarters complex.

The work to be performed will consist of providing trained security personnel to secure Public Works Headquarters complex buildings in order to prevent theft and vandalism to Los Angeles County property. These security services foster a safe environment for the employees and visitors at the Public Works Headquarters complex by maintaining an attentive and alert presence to monitor and deter potential criminal activity.

The previous contract for armed and unarmed security services expired on March 5, 2023, and to maintain continuous security services while the solicitation process for a replacement contract was underway, Public Works utilized the Los Angeles County Sheriff's Department master agreement for security services. The award of this contract will ensure the ongoing provision of services through the recommended contractor, Patrol Solutions, LLC.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by reducing crime and vandalism and allow the County to manage and maximize use of County assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract amounts are based on Public Works' estimated annual utilization of the contractor's services at the hourly rates quoted by the contractor. The terms and sums for each term of the maximum contract period, if all optional renewal periods are exercised, are as follows:

The sum for the initial term is \$1,663,765.

The sum for the first option term is \$1,713,674.

The sum for the second option term is \$1,765,089.

The sum for the third and final option term is \$1,817,923.

The sum for the month-to-month option to extend up to 6 months is \$908,962.

Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms. The maximum potential contract sum is \$8,656,355 for the maximum contract period of 54 months. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding. The total maximum potential contract sum includes 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Funding for these services is included in the Internal Services Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, Patrol Solutions, LLC, is located in La Mirada, California. This contract will commence upon on April 1, 2024, for a period of 1 year. With the Board's delegated authority, Public Works may renew this contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel has approved the recommended contract, which has been executed by Patrol Solutions, LLC (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

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 contractor will 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 this proposed contract, as County employees can perform these contracted services. The contract complies with all of 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. The Auditor-Controller has reviewed these calculations and concurs.

ENVIRONMENTAL DOCUMENTATION

The recommended action is not subject to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. Approval of the recommended action is an organizational and administrative activity of government that will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

On October 13, 2022, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "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, Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,460 Local Small Business Enterprises, 168 Social Enterprises, 180 Disabled Veteran Business Enterprises, 1,013 Community Business Enterprises, and 105 independent contractors about this business opportunity.

On December 13, 2022, six proposals were received. Three proposals were disqualified for failure to meet the minimum mandatory requirements of the RFP. The remainder of the proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll record keeping, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, lowest cost, responsive and responsible proposer, Patrol Solutions, LLC, located in La Mirada, 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 this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as the services are presently contracted with the private sector.

CONCLUSION

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA, PE

Director

MP:EM:ao

Enclosures

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

ENCLOSURE

March 19, 2024

**SERVICES CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF SERVICES CONTRACT
ARMED AND UNARMED SECURITY SERVICES FOR
PUBLIC WORKS HEADQUARTERS COMPLEX
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

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

[2024.03.19 - HQ Security BL \(FTP Large Enc\) \(Rev\)](#)

Agreement



79516

BY AND BETWEEN

LOS ANGELES COUNTY
PUBLIC WORKS

AND

PATROL SOLUTIONS, LLC

FOR

ARMED AND UNARMED SECURITY SERVICES FOR THE
PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)

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(BRC0000344)

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AGREEMENT FOR
ARMED AND UNARMED SECURITY SERVICES FOR PUBLIC WORKS
HEADQUARTERS COMPLEX (BRC0000344)

THIS AGREEMENT, made and entered into this 19th day of March, 2024, by and between the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY) 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, 90650 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the County of Los Angeles Board of Supervisors (Board), acting as the governing body for said COUNTY, of the CONTRACTOR'S proposal filed with the COUNTY on December 13, 2022, hereby agrees to provide services as described in this Contract for Armed and Unarmed Security Services for The Public Works Headquarters Complex (BRC0000344).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Contract Discrepancy Report; Exhibit G, Notice of Proposed Payment Adjustment; Exhibit H, Equipment Inventory, Damage, and Loss Liability; Exhibit I, Statement of Loss of County Security Equipment; Exhibit J, Performance Requirements Summary; and Exhibit K, Sample Performance Bond; 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 this Contract's 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-2.1-2.5, an amount not to exceed the maximum potential contract sum of \$7,869,413 for the entire contract period, or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$1,663,765; the sum for the first optional term is \$1,713,674; the sum for the second optional term is \$1,765,089; the sum for the third optional term is \$1,817,923; and a month-to-month extension up to 6 months at the PW-2.1-2.5 rates for \$908,962. Any unused authorized amounts up to 25% from the previous contract terms will be applied to subsequent renewal terms.

FOURTH: This Contract's initial term will be for a period of one year commencing on April 1, 2024. 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 10 days prior to the end of each term. At the

sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 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 10 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.

FIFTH: 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 Forms PW-2.1-2.5, Schedule of Prices.

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

SEVENTH: 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.

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

NINTH: The CONTRACTOR 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.

TENTH: No cost-of-living adjustment will be granted for the optional renewal periods.

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

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

THIRTEENTH: A faithful performance bond 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 must have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond must 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 must 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 must 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.

FOURTEENTH: 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

[illegible]

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



ATTEST:

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

By 
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
Deputy

Margaret Ambrose
Type/Print Name

COUNTY OF LOS ANGELES

By 
Chair, Board of Supervisors

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 March 19, 2024


JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

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

JEFF LEVINSON
Interim Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

PATROL SOLUTIONS, LLC

By  1-8-24
Its President


Type/Print Name

By _____
Its Secretary

Type/Print Name

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Sacramento }

On 01-08-2024 before me, J. Truong, Notary Public -
(Where insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Armed and Unarmed
(Title or description of attached document)

Security Services for Public Works
(Title or description of attached document continued)

Headquarters Complex
Number of Pages 5 Document Date 01/08/2024

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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

SCOPE OF WORK

ARMED AND UNARMED SECURITY SERVICES FOR
PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Ms. Vikki Valles of Operational Services Division, Facilities Management Group who may be contacted at (626) 458-7393, e-mail address: vvalles@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The CM is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the CM. The Contractor will be notified in writing when there is a change in the CM.

B. Work Location

Public Works Headquarters Complex*
900 South Fremont Avenue
Alhambra, CA 91803

*The Headquarters Complex is defined as the tower, the ancillary building, the motorpool area, the Annex, the parking structure, the landscape pathways and the surface parking area.

Subject to adjustments by the CM, the Contractor shall provide 24-hour armed/unarmed security with three shifts per day: 1) day shift (Monday through Thursday) shall consist of a Security Director, lieutenant, one armed security officer, and seven unarmed security officers; day shift (Friday) shall consist of a lieutenant and two unarmed security officers; day shift (weekends and County observed holidays) shall consist of a lieutenant and one unarmed security officer; 2) swing shift (Monday through Friday) will consist of a lieutenant and two unarmed security officers; swing shift (weekends and County observed holidays) shall consist of a lieutenant and one unarmed security officer; and 3) graveyard shift (all days) shall consist of a sergeant and two unarmed security officers.

Facilities covered and the number of hours may be increased or reduced during the Contract period by the CM according to the provisions of Exhibit B, Section A. Any additional work requested by the CM will be provided to the County at the rates quoted in Forms PW-2.1-2.5, Schedule of Prices. 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 or County facilities.

C. Request of Work from Contractor

The County will request the contracted service from the Contractor on an on-call and intermittent basis. 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 failure 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 in the price quoted by the Contractor in Forms PW-2.1-2.5, Schedule of Prices, unless stated otherwise in the Contract.

E. Contractor's Quality Control Plan

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

1. Specification of 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. Methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. Documentation of all inspections conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
4. Methods for uninterrupted service to the County in the event of a strike of Contractor's employees.

F. County's Quality Assurance Plan

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in this Exhibit's paragraph N.5.a, Quality Assurance, or other such procedures as may be necessary to ascertain Contractor compliance with this Contract.

G. Description of the Services to be Performed

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 Public Works facilities; safeguard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.

2. Statement of Performance Standards

- a. Security officers shall not leave their assigned post until properly relieved.
- b. Security officers shall be attired in uniform as outlined in this Exhibit's paragraph K.1, Contractor Furnished Items. Security officers shall wear badges at all times.
- c. Security officers shall remain awake, alert, and attentive during their shifts.
- d. Security officers shall present a business-like demeanor at all times. Socializing with the public or County employees during the security officer's working hours shall be discouraged.
- e. Security officers shall maintain their post in a neat and presentable appearance.
- f. Security officers shall not use personal items, equipment or devices at their assigned posts at any time.
- g. Security officers shall not remove or borrow County materials or equipment, or items owned by employees of the County. This includes heaters, fans, radios, and food found in employee break room refrigerators, etc.
- h. Security officers shall only use County issued devices for official business as it directly relates to providing these services.
- i. Security officers shall conduct Detex rounds as instructed by the CM.
- j. Female Security officers shall keep their hair tied back (bun or ponytail)

- k. Male Security Officers shall keep their hair neatly cut, no beards, and maintained mustache.
- l. Security Officers shall not have facial piercings.
- m. Security Officers shall not have visual tattoos.
- n. Security Officers shall not have excessively long nails.
- o. All Security Officers are subject to random drug and DMV checks.
- p. Security Officers shall not chew gum while on duty.

3. Knowledge and Skills

Security officers shall be able to write and speak in English, prepare clear and concise reports, and remember facts and details concerning specific situations. Security officers shall have a good knowledge of self-defense and public restraint procedures. Security officers shall be able to communicate effectively with individuals and the public. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling unruly or trespassing persons.

4. Attendance

Security officers shall be punctual and have regular attendance. In the event any scheduled security officer does not report on time for the shift, the Contractor shall so advise the CM prior to the scheduled starting time. In addition, Contractor shall provide a substitute within an hour of the scheduled time.

5. Reports and Logs

Security officer shall maintain logs and reports, write incident reports, and complete nonemployee injury reports.

Security officers shall author and maintain a daily security log sheet, which must be made available each day to the CM.

Security log sheets shall include, but are not limited to, times for the beginning and 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.

Security officers shall log the description and plate number of vehicles that may be considered suspicious or those that have no apparent destination within the facilities.

Security officers shall report immediately to the CM 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 CM within 2 hours after the start of the next County workday, a detailed, narrative report of any incidents concerning the events outlined above.

6. Supervisor's Inspection

Contractor shall provide sufficient supervisory staff on each shift to ensure that each assignment is inspected at least once each shift.

The Contractor's Security Director shall attempt to resolve all routine questions concerning the assignments. Where unresolved questions arise, the Security Director shall contact the CM for advice. In the event of an emergency, the Security Director shall be notified immediately by the security officer on duty. Furthermore, the Contractor or its designee shall meet, at a minimum, with the CM on a monthly basis.

7. Office for Inquiries and Complaints

The Contractor shall maintain a telephone in an office within Los Angeles County. The Contractor shall have at least one responsible person who will take necessary action regarding all inquiries and/or complaints that may be received from security officers, the CM, or the Director of Public Works. This person(s) shall be available during day shift hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage.

The Contractor's office staff shall maintain a written log of all calls, the date thereof, and the action taken pursuant thereto or the reason for nonaction. Such log of calls shall be open to the inspection of Public Works at all reasonable times.

H. Contractor's Employee Criteria

1. The Contractor's Security Officer General Requirements:
 - a. The Contractor shall provide trained armed and unarmed, security officers in uniform specific to job site.
 - b. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
 - c. Security officers shall be over the age of 18 to perform work.
 - d. Security officers shall have a working knowledge of pertinent Penal Code sections (e.g., powers of arrest, etc.).
 - e. Security officers shall be registered and certified by the State of California, Bureau of Collection and Investigative Services, and shall fulfill any other State or local license requirements. Security officers shall possess:
 - 1) State of California Guard Registration Card
 - 2) California Class "C" Driver's License
 - 3) Social Security Card
 - 4) Selective Service Card or military discharge papers (DD214, if claimed a Veteran)
 - 5) State of California Firearms Qualification Cards (for armed security officers)
 - 6) Bureau of Security and Investigative Services (BSIS) impact weapon (baton) training
 - 7) Current Red Cross Certification in First Aid
 - 8) Current Red Cross Certification in Automated External Defibrillators (AED)
 - 9) Current Red Cross in Cardiopulmonary Resuscitation (CPR)
 - 10) Security officers require 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.

- f. Security officers shall be in good physical condition, i.e., able to walk up 12 flights of stairs, and to be able to carry out all the other physical requirements of the job.
- g. The Contractor shall provide a portfolio with all identified requirements per this Contract to the CM on each security officer submitted for employment under this Contract. Portfolio requirements are outlined in this Exhibit's Paragraph O, Background Investigations, by Contractor.
- h. All security officers assigned to Public Works shall meet the above standards and be certified to the CM in writing, at least one working day prior to assignment of a security officer to a Public Works facility.
- i. No security officer shall be assigned to a shift before receiving at least 4 hours' on-site training (paid by Contractor at least the living wage rate) from Contractor's Security Director.
- j. All full-time security officers (more than 35 hours per week) assigned to this Contract shall limit any outside employment to no more than 24 hours per week.
- k. At the request of the CM, the Contractor shall remove from work, any security officer who fails to meet the aforementioned requirements. The Contractor shall immediately replace any security officer removed in order to continue required service levels.
- l. The Contractor personnel assigned to this Contract shall not allow cards, permits, certifications, or licenses to expire.

2. Other Contractor Obligations

- a. By placing of security officers at Public Works facilities, the Contractor is certifying that those persons assigned are in a sound physical and emotional health necessary to perform duties required.
- b. Work areas and/or location(s) in Public Works used by the Contractor shall be accessible and is subject to inspection by the CM.

- c. The work area and/or any location used by the Contractor will be subject to inspection by various public entities responsible for the inspection of other County and public facilities.
 - d. The Contractor shall be responsible for any Public Works equipment issued to the Contractor. The Contractor shall operate 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 or other than normal wear and tear of said equipment.
 - e. The Contractor shall be responsible for obtaining necessary labor approvals which will allow its employees to work a 4/40 work week under this Contract. Public Works will not pay overtime to Contractor's employees who are required to work a 4/40 work week.
 - f. The Contractor shall be responsible for and shall provide security for all supplies and equipment in buildings and/or areas under the Contractor's control or use during the course of this Contract.
 - g. The Contractor shall be responsible for providing recommendations for upgrades to enhance the security of the facility such as, standalone security station, additional cameras or other security related items. All recommendation shall be approved by the CM prior to purchase.
3. The following security regulations are required:
- a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the facility. The Contractor's employees shall be subject to search at any time at the sole discretion of the CM. The Contractor's employees shall conduct themselves in a reasonable manner at all times. The Contractor's employees shall not cause any unnecessary disturbance at any Public Works facility and shall be subject to all rules and regulations of the facility.
 - b. The Contractor shall provide the CM with an updated list of employees' names who can be assigned to Public Works facilities. The list shall include all required permits and licenses, 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.

- c. At the beginning of each shift keys and other items issued by the County to the Contractor's employees shall be turned over to shift Supervisor or relinquished.
- d. The Contractor may be required to provide minor short-term investigative services. The Contractor shall be responsible to hold all required licenses and/or certifications by the State of California to provide such services and will be paid at the Contractor's Sergeant hourly rate submitted in Forms PW-2.1-2.5, Schedule of Prices.
- e. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct considered to be unsuitable are:
 - 1) Leaning against walls, doors, etc.
 - 2) Performing indiscreet conduct or actions
 - 3) Reading newspapers, magazines, or other nonwork-related materials outside of breaks and lunches
 - 4) Listening to personal equipment
 - 5) Using Public Works' Fitness Center or any of its shower facilities
 - 6) Wearing of unauthorized hats, caps or bandanas
 - 7) Using unauthorized areas for breaks and lunches. Authorized areas for breaks and lunches are patio, cafeteria and Security officers' personal vehicles
 - 8) Changing into or out of uniform on premises
 - 9) Wearing of sunglasses in dark areas; or wearing of sunglasses stacked on forehead
 - 10) Eating food and drink beverages, with the exception of water or consumption of food that may be required for medically-related emergencies, outside of breaks and lunches
 - 11) Deletion of duties without authorization by CM

- 12) Idle talk with other security personnel, County employees, or visitors
- 13) Rude or inconsiderate acts to County employees and/or visitors.

4. Emergency Conditions or unusual events

In the case of an emergency or unusual event, all employees of the Contractor located on-site may be subject to the direction of the CM or designated representative.

I. Contract Administration

1. Role of County Staff: CM

The CM will be available to the Contractor to answer questions and provide the necessary liaison between the Contractor and Public Works. In the case of work performed, the opinion of the CM shall prevail.

2. Role of Contractor's Staff: Account Executive

The Contractor shall assign an Account Executive to Public Works. The Account Executive shall be responsible at all times for the supervision of said personnel and shall be the liaison between the Contractor and the CM. The Contractor's on-site supervisor (Security Director) shall not be designated the account executive.

3. Security Director

- a. The Contractor's Branch Manager shall provide the name of the Security Director who is to work on this service to the CM prior to the commencement of this Contract. The Contractor shall provide telephone numbers where the Security Director (or identified alternate) may be reached on a 24 hours per day, year-round basis. An answering service or machine will not be acceptable.
- b. The Security Director shall provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. The Security Director or alternate shall have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.

- d. The Security Director shall have at least 8 years of experience in the management and operation of security services. The Security Director and any alternate shall be able to read, write, speak, and understand English.
- e. The Security Director shall have at least 5 years of prior Law Enforcement or Military experience, and High-Rise experience.

4. Other Contractor Personnel

The Contractor shall be responsible for providing an adequate and competent staff to fulfill this Contract.

5. Key Personnel Change such as Security Director, Lieutenants and Sergeants

The Contractor shall not make changes in key personnel subsequent to the award of the Contract without prior knowledge and approval of the County. Additionally, the County reserves the right to interview and approve personnel, approve any and all personnel changes, or to request personnel changes as the County deems appropriate during the course of Contract.

J. County-Furnished Items

- 1. The County will furnish without cost to Contractor the following property and equipment to be used only in connection with the performance of this Contract:
 - a. Telephone service for the Contractor's use. The Contractor shall be prohibited from using Public Works' facilities for conducting other business interests, which are not related to, or required for, Public Works security services. 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 on a monthly basis to determine any abuse.
 - b. Radios for 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 Contract startup, the Contractor and the CM will prepare an equipment inventory (Exhibit H) on, which both shall sign an agreement to the specific items of equipment and the condition of each item.

The condition of the equipment will be monitored by the CM and, if found defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (Exhibit F) shall be issued. 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 without the prior written approval of the CM.
4. All equipment provided shall, at all times, be kept clean, well prepared, and up to Contract standards by the Contractor to the satisfaction of the CM. 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 issued 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.

K. Contractor-Furnished Items

All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by the Contractor at no additional expense to Public Works.

1. The County will not furnish uniforms. The uniforms worn by Contractor's employees shall be approved in advance by the CM. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
 - a. Trousers
 - b. Shirt/blouse
 - c. Belt - solid black
 - d. Socks - solid black
 - e. Shoes – hard soled solid black
 - f. Shoulder patches
 - g. Caps or Hats must be worn while patrolling outside of the building.

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.
4. 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 Brown Belt
 - b. Handcuff case
 - c. One set of handcuffs, plus female key
 - d. Four keepers
 - e. Key snap
 - f. One heavy-duty, three- or five-cell flashlight
 - g. Badge and name tag
 - h. One baton and baton ring
 - i. Rain gear and jacket
 - j. Holster and firearm (armed security officers only): Smith & Wesson, Colt, Ruger 4-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 3 1/2-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. 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 as meeting their testing requirements for safety, performance, quality, and training procedures (armed security officers only).
 - k. Ammunition pouch and ammunition (armed security officers only): Ammunition pouch designed to hold two magazines or two Speedy

Loaders; revolver ammunition, 18 rounds; .38 caliber Smith & Wesson Special, 125 grain jacketed or semijacketed hollow point only; pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon; 9mm jacketed or semijacketed hollow point only (armed security officers only).

- I. The County will not furnish patrol vehicles. The Contractor shall furnish at its sole expense, two motorized units (golf carts or vehicles) that must be kept on-site and available for use 24 hours a day, 7 days a week for the purpose of patrolling the facilities parking lot area as-needed at the direction of the CM. The Contractor's hourly rates shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, including the cost of furnishing the required motorized units.

L. Weapons List

The Contractor shall provide the CM 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.

M. Identification Badges

The Contractor shall issue its employees a photo-identification badge. The County will also provide a Public Works photo-identification badge to be visibly worn in conjunction with the Contractor's required identification badge. The location on the uniform where the identification badges shall be worn will be approved by the CM. **It is mandatory that each of Contractor's employees wears these identification badges (Public Works issued) while working in the County's facilities.** Loss or theft of a Public Works photo-identification badge shall be immediately reported to the law enforcement agency having jurisdiction where the loss or theft occurred. The affected Contractor employee shall also report the loss or theft to the CM within 24 hours, along with a copy of the police report. The CM will report the loss or theft to the County's Office of Security Management via a Security Incident Report with cooperation of the Contractor.

N. Specific Tasks

The Contractor shall prepare a work plan in concert with the CM, including a security officer's Beat Instruction Book, which shall include tasks for all Contractor personnel, including supervisors and the Security Director. A copy of the work plan shall be submitted to the CM and approved by 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 safes, special instructions concerning the particular assignment, etc. The Contractor shall review the Beat Instruction Books, which must be approved by the CM at least twice a year or more often, if necessary. The security officer's performance on assignment shall conform to these instructions in the Beat Instruction Books.

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. Monitor parking, as directed by the CM
- b. Patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property
- c. Intervene to terminate injurious acts
- d. Conduct searches of individuals for weapons
- e. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action
- f. Answer questions of visitors to a County facility regarding geographic locations, services, and functions
- g. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly
- h. Prevent the introduction of contraband to a facility
- i. Close and lock doors and gates, as directed
- j. Reduce and/or turn off facility lighting and close window coverings, as required
- k. Verify the security of safes and other areas where equipment or materials of value are stored
- l. Raise and lower flags

- m. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals
- n. Respond to reports of ill or injured persons; render first aid and CPR; notify supervisor and the CM
- o. Immediately relay reports of any threats to the CM
- p. Provide law enforcement personnel assistance
- q. Report malfunctioning equipment, liquid spills, and other such matters to the CM
- r. Monitor alarm systems
- s. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate situation encountered, and take prescribed action.
- t. Monitor electronic video equipment
- u. Investigate questionable acts and/or behavior observed or reported on County premises, question witnesses and suspects to ascertain or verify facts
- v. Pursue, apprehend, and detain persons suspected of damaging County property and/or injuring County employees or visitors
- w. Detain suspects pending transportation and booking by the local law enforcement agency
- x. Operate a bicycle, motor cart, or automobile, where directed
- y. Respond quickly, take command of an emergency situation
- z. Use good judgment and discretion in handling the unruly or trespassing public
- aa. Write incident reports
- bb. Complete nonemployee injury reports
- cc. Maintain logs and reports
- dd. Provide escort services

- ee. Hold over at the facility until properly relieved
- ff. Photograph incidents (as needed)
- gg. Activate fire or other emergency procedures
- hh. Call and notify law enforcement authorities, fire department, paramedics, etc.
- ii. Monitor camera systems

2. Supervisor Tasks (Lieutenants and Sergeants)

The following is a list that includes, but is not limited to, those tasks that are expected of Contractor's Lieutenants and Sergeants.

The Supervisors shall:

- a. Immediately respond to on-site emergencies
- b. Be on-site for inspections, questions, and advice on a daily basis
- c. Provide technical and administrative advice
- d. Ensure 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 appearance
- j. Maintain good uniform appearance
- k. Update and explain post orders

- l. Have working knowledge of radio procedures
- m. Conduct investigations
- n. Complete all necessary reports specified in this Contract
- o. Review subordinates' reports

3. Contract's Account Executive

The following are some of the tasks expected of the Contract Account Executive:

- a. Maintain the Quality Control Program
- b. Report to and meet with the CM, as directed by the CM
- c. Respond to Contract Discrepancy Reports
- d. Establish, with the advice and approval of the CM, Contract policy and procedures
- e. Ensure sufficient availability of security officers to cover the requirements of the Contract work.

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.
- b. The following is a list of forms (see Exhibits F through I) applicable to the security Statement of Work:

Contract Discrepancy Report (Exhibit F)
Notice of Proposed Payment Adjustment (Exhibit G)
Equipment Inventory, Damage, and Loss Liability (Exhibit H)
Statement of Loss of County Security Equipment (Exhibit I)

5. Performance Requirements Summary

Exhibit J 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. Should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit J), the higher service level in the judgment of Public Works shall prevail.

a. Quality Assurance

Each month, the Contractor's performance will be compared to the Contract standards and Acceptable Quality Levels (AQLs) using the Quality Assurance Surveillance Plan (QASP).

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

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

b. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when the number of discrepancies found by the CM during review does not exceed the number of discrepancies allowed by the AQL.

When the CM determines the performance is unacceptable, the CM will initiate a Contract Discrepancy Report which will explain, in writing, the unacceptable performance. The Contractor shall complete the report by outlining how performance shall be returned to acceptable levels and how recurrence of the problem shall be prevented in the future. The CM will evaluate Contractor's explanation and determine, if liquidated damages or other Contract damages apply.

c. Unacceptable Performance

For services surveyed by sampling, the Contractor shall be required to immediately correct those activities found by the CM to be unacceptably performed.

d. Contractor Payment

For acceptable performance, the Contractor will be paid for the total number of hours worked in the previous month. If performance of a service is unacceptable, the County may not pay the full percentage or the number of hours of unacceptable service. When performance does not conform with the requirements of this Contract, the County may scale appropriate damages, including paying only for the reduced services provided.

e. Adjustment for Deviation

The Performance Requirements Summary (Exhibit J) contains a column entitled "Adjustment Deviation." Unless otherwise stated, "deduct X hour(s)" means the full hourly rate paid to Contractor for the position involved in the deviation for the number of hours indicated. Said amount may be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

f. Notice of Adjustments

The County will give the Contractor written notice (Exhibit G) of any adjustments. The Contractor shall respond to the notice within five calendar days of receipt. If there is no response from Contractor within this five-day period, the County will assume the Contractor's concurrence.

6. Special Criteria for Security Personnel

The following describes the background investigations, experience, and training required of all security officers and security supervisors providing services under this Contract.

- a. Public Works is particularly concerned with a security officer's background. This is due to the nature of the equipment, material, and personnel that the security officer will be charged with protecting. Therefore, it will be necessary for a background investigation to be performed by the Contractor using live scan or

other County approved method prior to employment and as necessary or requested by Public Works during employment.

- b. Security officers and supervisors shall be able to pass the County's background investigation for Contract security officers. The Contractor's personnel may be required to be fingerprinted or interviewed at the Sheriff's Department prior to being approved for employment. Public Works will be responsible for initiating the Sheriff's Department investigation process.
- c. Security officers and supervisors who have been involved in any of the following will not be used under this Contract:
 - 1) Any felony conviction
 - 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions
 - 3) Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse
 - 4) Any pattern of irresponsible behavior including, but not limited to, an unreasonable driving or employment record.
- d. The Contractor shall submit a portfolio identifying all requirements per Contract to CM on each prospective security officer and supervisor. The portfolio shall address the following:
 - 1) General Information

The candidate's name, current address, security officer's classification, and date of birth.
 - 2) Employment History

A listing of the candidate's present or last job first, then all jobs held, and any period of unemployment in the last 10 years, highlighting security experience.
 - 3) Military Record

If relevant, all military experience (regular or reserve) shall be documented. Include a copy of candidate's Selective

Service Card or military discharge papers (DD214). Where candidate does not possess a Selective Service Card or military discharge papers, explain why.

- 4) Criminal Record
- 5) Any criminal record of the candidate shall be shown.
- 6) Paid Security Experience
 - Account Executive: Equivalent of 5 years paid security service management and operations experience.
 - Security Director: Equivalent of 8 years of Security Director or Higher security supervisory experience.
 - Lieutenant: Equivalent of 3 years of Lieutenant security supervisory experience.
 - Sergeants: Equivalent of 2 years paid security experience and 1-year Sergeants security supervisory experience.
 - Unarmed security officers: Equivalent of 2 years' paid security experience.
 - Armed security officers: Equivalent of 3 years' paid armed security experience.

O. Background Investigations

The Contractor shall complete background investigations and training requirements for all security officers and supervisors to be utilized under this Contract. Documentation of a background investigation and training of security officers by the Contractor shall be presented to the Director when requested by the CM. If such documentation is not presented as required, this Contract may be subject to cancellation.

P. 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.

Q. Liquidated Damages

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.
 - b. The parties are both experienced in performance of the Contract work.
 - 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.

- d. The parties are not under any compulsion to Contract.
 - 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.
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - 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 from monies due the Contractor, liquidated damages in the sum indicated Exhibit J, Performance Requirements Summary, each time the Contractor fails to satisfy the performance standards.

R. Storage Facilities

The County may provide storage facilities for the Contractor, as directed by the CM.

S. Removal of Debris

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

T. 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.

U. Additional Responsibilities of the Contractor

The Contractor shall maintain its private patrol operator license and its employees' valid California-issued Security Guard Registration Cards during this Contract's term. The Contractor shall not subcontract any of the work requested under this contract. The Contractor or its managing employee must have a minimum of 5 years of experience providing security services to private and public institutions.

V. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection.

W. Project Safety Official

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

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

X. 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 System for Award Management exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the System for Award Management (SAM) as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://www.sam.gov/portal/SAM/>.

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

If the Contractor is **not** listed on the governmental exclusions in the System for Award Management (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.

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SOWvf9.7.22.doc

Tuesday, December 13, 2022

Patrol Solutions

PW-2.1-2.5: Schedule of Prices

FORM PW-2.1
(Initial Year)

**SCHEDULE OF PRICES FOR
ARMED AND UNARMED SECURITY SERVICES FOR
THE PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)**

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

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc., except that vehicle mileage other than travel to and from the work site incurred in the performance of the contract and approved by the County Contract Manager will be reimbursed at the County's then current employee permittee mileage rate. Should employees' personal vehicles be used for performance of the contract, mileage fees paid to the contractor shall be reimbursed by the contractor to the employee.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1-2.5, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. When an armed security officer is replaced by an unarmed security officer, at the discretion of the Contract Manager, the hourly rate listed for item 6 below, will be the applicable rate.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED HOURS	ANNUAL PRICE (HOURLY RATE X ESTIMATED HOURS)	
1.	Security Officer (Armed)	\$ 34.79	1,970 Hours	\$ 68,544.53	\$68,536.30
2.	Security Officer (Unarmed)	\$ 34.34	25,470 Hours	\$ 874,336.52	\$874,639.80
3.	Sergeant (Unarmed)	\$ 37.05	2,920 Hours	\$ 108,185.86	\$108,186.00
4.	Lieutenant (Unarmed)	\$ 41.10	5,840 Hours	\$ 240,043.05	\$240,024.00
5.	Security Director (Unarmed)	\$ 47.12	1,970 Hours	\$ 92,823.75	\$92,826.40
6.	Security Officer (Armed) ON-CALL/AS-NEEDED	\$ 35.84	7,800 Hours	\$ 279,550.39	\$279,552.00
TOTAL ANNUAL PROPOSED PRICE				\$ 1,663,884.10	\$1,663,764.50

1 of 5

Note: Minor calculation errors were corrected in accordance with Part I, Section 3.L, Proposal Prices and Agreement of Figures of the RFP.

Reviewed by: Victoria A. Frausto

Reviewed by: Benjamin Sandoval

FORM PW-2.1
(Option Year 1)

**SCHEDULE OF PRICES FOR
 ARMED AND UNARMED SECURITY SERVICES FOR
 THE PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)**

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

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc., except that vehicle mileage other than travel to and from the work site incurred in the performance of the contract and approved by the County Contract Manager will be reimbursed at the County's then current employee permittee mileage rate. Should employees' personal vehicles be used for performance of the contract, mileage fees paid to the contractor shall be reimbursed by the contractor to the employee.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1-2.5, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. When an armed security officer is replaced by an unarmed security officer, at the discretion of the Contract Manager, the hourly rate listed for item 6 below, will be the applicable rate.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED HOURS	ANNUAL PRICE (HOURLY RATE X ESTIMATED HOURS)
1.	Security Officer (Armed)	\$ 35.84	1,970 Hours	\$ 70,600.87
2.	Security Officer (Unarmed)	\$ 35.37	25,470 Hours	\$ 900,772.61
3.	Sergeant (Unarmed)	\$ 38.16	2,920 Hours	\$ 111,431.43
4.	Lieutenant (Unarmed)	\$ 42.34	5,840 Hours	\$ 247,244.35
5.	Security Director (Unarmed)	\$ 48.53	1,970 Hours	\$ 95,608.47
6.	Security Officer (Armed) ON-CALL/AS-NEEDED	\$ 36.91	7,800 Hours	\$ 287,936.90
TOTAL ANNUAL PROPOSED PRICE				\$ 1,713,894.62

FORM PW-2.1
(Option Year 2)

**SCHEDULE OF PRICES FOR
ARMED AND UNARMED SECURITY SERVICES FOR
THE PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)**

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

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc., except that vehicle mileage other than travel to and from the work site incurred in the performance of the contract and approved by the County Contract Manager will be reimbursed at the County's then current employee permittee mileage rate. Should employees' personal vehicles be used for performance of the contract, mileage fees paid to the contractor shall be reimbursed by the contractor to the employee.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1-2.5, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. When an armed security officer is replaced by an unarmed security officer, at the discretion of the Contract Manager, the hourly rate listed for item 6 below, will be the applicable rate.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED HOURS	ANNUAL PRICE (HOURLY RATE X ESTIMATED HOURS)
1.	Security Officer (Armed)	\$ 36.91	1,970 Hours	\$ 72,712.70
2.	Security Officer (Unarmed)	\$ 36.43	25,470 Hours	\$ 927,872.10
3.	Sergeant (Unarmed)	\$ 39.31	2,920 Hours	\$ 114,785.20
4.	Lieutenant (Unarmed)	\$ 43.61	5,840 Hours	\$ 254,682.40
5.	Security Director (Unarmed)	\$ 49.99	1,970 Hours	\$ 98,480.30
6.	Security Officer (Armed) ON-CALL/AS-NEEDED	\$ 38.02	7,800 Hours	\$ 296,556.00
TOTAL ANNUAL PROPOSED PRICE				\$ 1,765,088.70

**FORM PW-2.1
(Option Year 3)**

**SCHEDULE OF PRICES FOR
ARMED AND UNARMED SECURITY SERVICES FOR
THE PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)**

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

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc., except that vehicle mileage other than travel to and from the work site incurred in the performance of the contract and approved by the County Contract Manager will be reimbursed at the County's then current employee permittee mileage rate. Should employees' personal vehicles be used for performance of the contract, mileage fees paid to the contractor shall be reimbursed by the contractor to the employee.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1-2.5, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. When an armed security officer is replaced by an unarmed security officer, at the discretion of the Contract Manager, the hourly rate listed for item 6 below, will be the applicable rate.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED HOURS	ANNUAL PRICE (HOURLY RATE X ESTIMATED HOURS)	
1.	Security Officer (Armed)	\$ 38.02	1,970 Hours	\$ 74,900.46	\$74,899.40
2.	Security Officer (Unarmed)	\$ 37.52	25,470 Hours	\$ 955,629.66	\$955,634.40
3.	Sergeant (Unarmed)	\$ 40.49	2,920 Hours	\$ 118,217.61	\$118,230.80
4.	Lieutenant (Unarmed)	\$ 44.91	5,840 Hours	\$ 262,301.53	\$262,274.40
5.	Security Director (Unarmed)	\$ \$51.49	1,970 Hours	\$ 101,431.02	\$101,435.30
6.	Security Officer (Armed) ON-CALL/AS-NEEDED	\$ 39.16	7,800 Hours	\$ 305,472.26	\$305,448.00
TOTAL ANNUAL PROPOSED PRICE				\$ 1,817,952.53	\$1,817,922.30

FORM PW-2.5

**SUMMARY SHEET OF SCHEDULE OF PRICES FOR
ARMED AND UNARMED SECURITY SERVICES FOR
THE PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)**

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

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc., except that vehicle mileage other than travel to and from the work site incurred in the performance of the contract and approved by the County Contract Manager will be reimbursed at the County's then current employee permittee mileage rate. Should employees' personal vehicles be used for performance of the contract, mileage fees paid to the contractor shall be reimbursed by the contractor to the employee.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1-2.5, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. When an armed security officer is replaced by an unarmed security officer, at the discretion of the Contract Manager, the hourly rate listed for item 6 below, will be the applicable rate.

ITEM	TERMS	ANNUAL PRICE	
1	ARMED AND UNARMED SECURITY SERVICES FOR THE PUBLIC WORKS HEADQUARTERS COMPLEX (Initial Term)	\$ 1,663,684 10	\$1,663,764.50
2	ARMED AND UNARMED SECURITY SERVICES FOR THE PUBLIC WORKS HEADQUARTERS COMPLEX (Option Year 1)	\$1,713,594 62	\$1,713,673.60
3	ARMED AND UNARMED SECURITY SERVICES FOR THE PUBLIC WORKS HEADQUARTERS COMPLEX (Option Year 2)	\$ 1,768,002 46	\$1,765,088.70
4	ARMED AND UNARMED SECURITY SERVICES FOR THE PUBLIC WORKS HEADQUARTERS COMPLEX (Option Year 3)	\$ 1,817,952 53	\$1,817,922.30
TOTAL PRICE FOR YEARS 1 THROUGH 4		\$ 6,960,233.71	\$6,960,449.10
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 + 4 YEARS)		\$ 1,740,058.43	\$1,740,112.28

LEGAL NAME OF PROPOSER Patrol Solutions, LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Carl Cunningham</i>		
TITLE OF AUTHORIZED PERSON General Manager		
DATE 11/04/22	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) 119966	LICENSE TYPE (IF APPLICABLE) PPO
PROPOSER'S ADDRESS: 14241 Firestone Blvd., Suite 400 La Mirada, CA 90638		
PHONE 415-760-8116	FACSIMILE	E-MAIL carlcunningham@patrolsolutions.com

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

Armed and Unarmed Security Services for The Public Works Headquarters Complex (BRC0000344)

PROPOSER: Patrol Solutions

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Day Shift											\$
Security Director-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$28.00	\$ 55,160.00
Lieutenant-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$24.00	\$ 70,080.00
Security Officer-Unarmed (8 a.m.-6 p.m.) no holidays		10	10	10	10			40	1970	\$19.50	\$ 38,415.00
Security Officer-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$19.50	\$ 56,940.00
Security Officer-Unarmed (8 a.m.-4 p.m.) no holidays		8	8	8	8	8		40	1970	\$19.50	\$ 38,415.00
Security Officer-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$19.50	\$ 38,415.00
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$19.50	\$ 38,415.00
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$19.50	\$ 38,415.00
Security Officer - Unarmed (6 a.m. - 4 p.m.)		10	10	10	10			40	1970	\$19.50	\$ 38,415.00
Security Officer -Armed (6 a.m.- 4 p.m.) no holidays		10	10	10	10			40	1970	\$20.50	\$ 40,385.00
Swing Shift											\$
Lieutenant - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$24.00	\$ 70,080.00
Security Officer - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$19.50	\$ 56,940.00
Security Officer - Unarmed (4 p.m. - Midnight) no holidays		8	8	8	8	8		40	1970	\$19.50	\$ 38,415.00
Graveyard Shift											\$
Sergeant - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$22.00	\$ 64,240.00
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$19.50	\$ 56,940.00
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$19.50	\$ 56,940.00
On-Call											\$
Security Officer - (Armed) On-Call/As-Needed									7800	\$20.50	\$ 159,900.00
Comments/Notes:	Total Salaries										\$ 956,510.00
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday										\$ 68,059.37
	(2) Health Insurance										\$ 39,858.38
	(3) Payroll Taxes & Workers' Compensation										\$ 161,775.20
	(4) Welfare and Pension										\$ 4,159.21
	Total Employee Benefits (1+2+3+4)										\$ 273,852.16
	(5) Equipment Costs										\$ 82,315.17
	(6) Service and Supply Costs										\$ 94,758.63
	(7) General and Administrative Costs										\$ 189,781.18
	(8) Profit										\$ 66,547.36
	Total Other Costs (5+6+7+8)										\$ 433,402.34
	TOTAL PRICE										\$ 1,663,764.50

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder 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. Bidder'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 Bidder's annual price as quoted in Forms PW-2.1-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Forms PW-2.1-2.5, Schedule of Prices, and this cost methodology, Forms LW-8.1-8.4, the correctly calculated price indicated in Forms PW-2.1-2.5, 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 Bid.

Patrol Solutions

Name of Bidder

Carl Cunningham

Signature

11/22/2022

Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:
PROPOSER: **Patrol Solutions**

Armed and Unarmed Security Services for The Public Works Headquarters Complex (BRC0000344)

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Day Shift											\$
Security Director-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$28.84	\$ 56,814.80
Lieutenant-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$24.72	\$ 72,182.40
Security Officer-Unarmed (8 a.m.-6 p.m.) no holidays		10	10	10	10			40	1970	\$20.09	\$ 39,577.30
Security Officer-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$20.09	\$ 58,662.80
Security Officer-Unarmed (8 a.m.-4 p.m.) no holidays		8	8	8	8	8		40	1970	\$20.09	\$ 39,577.30
Security Officer-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$20.09	\$ 39,577.30
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$20.09	\$ 39,577.30
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$20.09	\$ 39,577.30
Security Officer - Unarmed (6 a.m. - 4 p.m.)		10	10	10	10			40	1970	\$20.09	\$ 39,577.30
Security Officer -Armed (6 a.m.- 4 p.m.) no holidays		10	10	10	10			40	1970	\$21.12	\$ 41,606.40
Swing Shift											\$
Lieutenant - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$24.72	\$ 72,182.40
Security Officer - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$20.09	\$ 58,662.80
Security Officer - Unarmed (4 p.m. - Midnight) no holidays		8	8	8	8	8		40	1970	\$20.09	\$ 39,577.30
Graveyard Shift											\$
Sergeant - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$22.66	\$ 66,167.20
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$20.09	\$58,662.80
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$20.09	\$58,662.80
On-Call											\$
Security Officer - (Armed) On-Call/As-Needed									7800	\$21.12	\$ 164,736.00
Comments/Notes:	Total Salaries										\$ 985,381.50
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday										\$ 70,101.15
	(2) Health Insurance										\$ 41,054.13
	(3) Payroll Taxes & Workers' Compensation										\$ 166,628.45
	(4) Welfare and Pension										\$ 4,283.99
	Total Employee Benefits (1+2+3+4)										\$ 282,067.72
	(5) Equipment Costs										\$ 84,784.63
	(6) Service and Supply Costs										\$ 97,601.39
	(7) General and Administrative Costs										\$ 195,294.58
	(8) Profit										\$ 68,543.78
	Total Other Costs (5+6+7+8)										\$ 446,224.38
	TOTAL PRICE										\$ 1,713,673.60

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder 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. Bidder'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 Bidder's annual price as quoted in Forms PW-2.1-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Forms PW-2.1-2.5, Schedule of Prices, and this cost methodology, Forms LW-8.1-8.4, the correctly calculated price indicated in Forms PW-2.1-2.5, 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 Bid.

Patrol Solutions

Name of Bidder

Carl Cunningham

Signature

11/22/2022

Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:
PROPOSER: **Patrol Solutions**

Armed and Unarmed Security Services for The Public Works Headquarters Complex (BRC0000344)

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Day Shift											\$
Security Director-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$29.71	\$ 58,528.70
Lieutenant-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$25.46	\$ 74,343.20
Security Officer-Unarmed (8 a.m.-6 p.m.) no holidays		10	10	10	10			40	1970	\$20.69	\$ 40,759.30
Security Officer-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$20.69	\$ 60,414.80
Security Officer-Unarmed (8 a.m.-4 p.m.) no holidays		8	8	8	8	8	8	40	1970	\$20.69	\$ 40,759.30
Security Officer-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$20.69	\$ 40,759.30
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$20.69	\$ 40,759.30
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$20.69	\$ 40,759.30
Security Officer - Unarmed (6 a.m. - 4 p.m.)		10	10	10	10			40	1970	\$20.69	\$ 40,759.30
Security Officer - Unarmed (6 a.m. - 4 p.m.)		10	10	10	10			40	1970	\$21.75	\$ 42,847.50
Security Officer -Armed (6 a.m.- 4 p.m.) no holidays		10	10	10	10			40	1970		\$
Swing Shift											\$
Lieutenant - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$25.46	\$ 74,343.20
Security Officer - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$20.69	\$ 60,414.80
Security Officer - Unarmed (4 p.m. - Midnight) no holidays		8	8	8	8	8	8	40	1970	\$20.69	\$ 40,759.30
Graveyard Shift											\$
Sergeant - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$23.34	\$ 68,152.80
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$20.69	\$ 60,414.80
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$20.69	\$ 60,414.80
On-Call											\$
Security Officer - (Armed) On-Call/As-Needed									7800	\$21.75	\$ 169,650.00
Comments/Notes:								Total Salaries		\$ 1,014,839.70	
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.								(1) Vacations, Sick Leave, Holiday		\$ 72,204.18	
								(2) Health Insurance		\$ 42,285.76	
								(3) Payroll Taxes & Workers' Compensation		\$ 171,627.31	
								(4) Welfare and Pension		\$ 4,412.51	
								Total Employee Benefits (1+2+3+4)		\$ 290,529.76	
								(5) Equipment Costs		\$ 87,328.17	
								(6) Service and Supply Costs		\$ 100,529.43	
								(7) General and Administrative Costs		\$ 201,261.55	
								(8) Profit		\$ 70,600.09	
								Total Other Costs (5+6+7+8)		\$ 459,719.24	
								TOTAL PRICE		\$ 1,765,088.70	

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder 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. Bidder'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 Bidder's annual price as quoted in Forms PW-2.1-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Forms PW-2.1-2.5, Schedule of Prices, and this cost methodology, Forms LW-8.1-8.4, the correctly calculated price indicated in Forms PW-2.1-2.5, 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 Bid.

Patrol Solutions

Name of Bidder

Carl Cunningham

Signature

11/22/2022

Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:
PROPOSER: Patrol Solutions

Armed and Unarmed Security Services for The Public Works Headquarters Complex (BRC0000344)

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
Day Shift											\$	
Security Director-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$30.60	\$ 60,282.00	
Lieutenant-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$26.23	\$ 76,591.60	
Security Officer-Unarmed (8 a.m.-6 p.m.) no holidays		10	10	10	10			40	1970	\$21.31	\$ 41,980.70	
Security Officer-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$21.31	\$ 62,225.20	
Security Officer-Unarmed (8 a.m.-4 p.m.) no holidays		8	8	8	8	8		40	1970	\$21.31	\$ 41,980.70	
Security Officer-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$21.31	\$ 41,980.70	
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$21.31	\$ 41,980.70	
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$21.31	\$ 41,980.70	
Security Officer - Unarmed (6 a.m. - 4 p.m.)		10	10	10	10			40	1970	\$21.31	\$ 41,980.70	
Security Officer -Armed (6 a.m.- 4 p.m.) no holidays		10	10	10	10			40	1970	\$22.40	\$ 44,128.00	
Swing Shift											\$	
Lieutenant - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$26.23	\$ 76,591.60	
Security Officer - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$21.31	\$ 62,225.20	
Security Officer - Unarmed (4 p.m. - Midnight) no holidays		8	8	8	8	8		40	1970	\$21.31	\$ 41,980.70	
Graveyard Shift											\$	
Sergeant - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$24.04	\$ 70,196.80	
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$21.31	\$ 62,225.20	
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$21.31	\$ 62,225.20	
On-Call											\$	
Security Officer - (Armed) On-Call/As-Needed									7800	\$22.40	\$ 174,720.00	
Comments/Notes:								Total Salaries				\$ 1,045,275.70
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.								(1) Vacations, Sick Leave, Holiday				\$ 74,370.31
								(2) Health Insurance				\$ 43,554.33
								(3) Payroll Taxes & Workers' Compensation				\$ 176,776.12
								(4) Welfare and Pension				\$ 4,544.88
								Total Employee Benefits (1+2+3+4)				\$ 299,245.64
								(5) Equipment Costs				\$ 89,948.01
								(6) Service and Supply Costs				\$ 103,545.31
								(7) General and Administrative Costs				\$ 207,189.53
								(8) Profit				\$ 72,718.11
								Total Other Costs (5+6+7+8)				\$ 473,400.96
								TOTAL PRICE				\$ 1,817,922.30

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder 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. Bidder'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 Bidder's annual price as quoted in Forms PW-2.1-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Forms PW-2.1-2.5, Schedule of Prices, and this cost methodology, Forms LW-8.1-8.4, the correctly calculated price indicated in Forms PW-2.1-2.5, 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 Bid.

Patrol Solutions
Name of Bidder

Carl Cunningham
Signature

11/22/2022
Date

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

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

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

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program; and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

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

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

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

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

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

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

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

Public Works. Los Angeles County Public Works.

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

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

B. Assignment and Delegation

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

2. Contractor shall 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 shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
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, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

1. In the performance of this Contract, Contractor shall 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 shall 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 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall 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 shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and

approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall 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 shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons 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. Consideration of Hiring County Employees Targeted for Layoffs or are on a County Reemployment 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 shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-3), County seeks to ensure that all County

Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

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

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

O. County's Quality Assurance Plan

County or its agent will 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. Damage to County Facilities, Buildings, or Grounds

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

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Counterparts and Electronic Signatures and Representations

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

S. Fair Labor Standards

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

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this 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 shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree

and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day,

give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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 shall in any case be sufficient notice.

DD. Publicity

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

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

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit 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 shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

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

permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract,

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

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the

foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

- a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
 3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
 4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
 5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
 6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
 7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
 8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

The Contractor shall notify its employees, and shall 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 shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall 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 shall 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 shall 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 J, Performance Requirements Summary, and that the Contractor shall 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 J, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall 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 shall 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 shall 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 shall 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 shall 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, shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

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

RR. Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from

submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall 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 shall survive the expiration, or other termination of this Agreement.

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

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

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

Contractor shall 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 shall include any and all intellectual property liability, including copyright infringement and similar claims.

B. Indemnification

Contractor shall 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 shall include any and all intellectual property liability, including copyright infringement and similar claims

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, 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 shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

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

2. Evidence of Coverage and Notice to County: - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- a. Renewal Certificates shall be provided to County not less than 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 shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$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), shall be construed as a waiver of any of the Required Insurance provisions.
 - d. Certificates and copies of any required endorsements shall be sent to:

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 shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss,

disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten 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 shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.

12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

General Aggregate:	\$10 million
Products/Completed Operations Aggregate:	\$5 million
Personal and Advertising Injury:	\$5 million
Each Occurrence:	\$5 million
2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each

single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. 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.
4. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$3 million per claim and \$6 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Agreement's expiration, termination, or cancellation.
5. Property Coverage: Contractors given exclusive use of County-owned or leased property shall carry coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor 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 State-funded 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 shall 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 shall 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. Jury Service Program

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

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. 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 shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is available on the Internet at www.babysafela.org.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth 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 shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract and a copy of the Living Wage Program shall be attached to the Subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time 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 shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if

Contractor no longer qualifies for the exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

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

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's

Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

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

submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SECTION 10

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 shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a 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 shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 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 shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply 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.

SECTION 12

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. 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.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- D. 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, shall:
 - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall 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.

SECTION 13

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 14

COMPLIANCE WITH EMPLOYEE RETENTION POLICY

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

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2022)

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 all employees whose wages for 2022 are less than \$59,187 that they 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 6, 2023.

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.

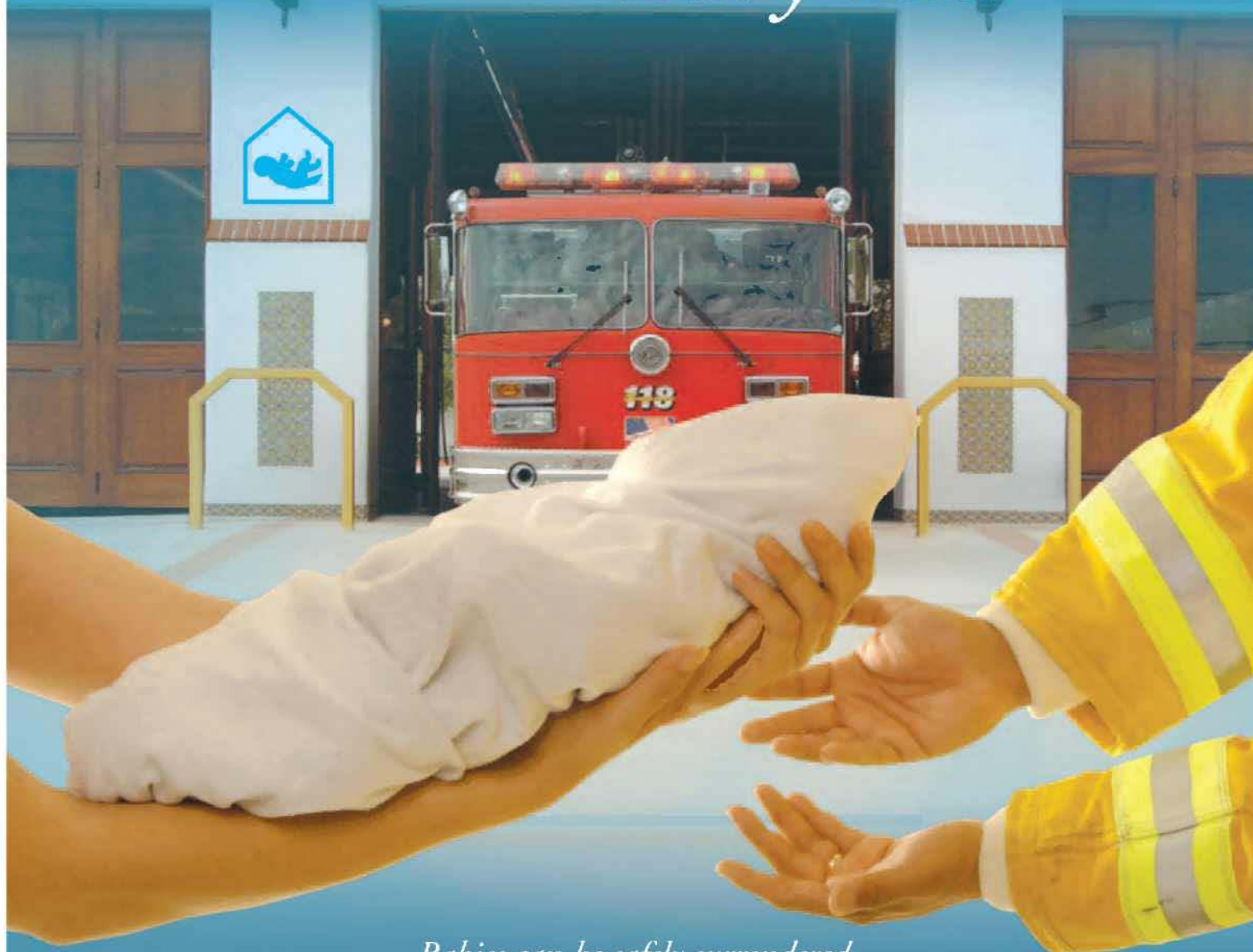
How Will My Employees Know if They Can Claim the EIC?

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?

Eligible employees claim the EIC on their 2022 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 they must file a tax return to do so. For example, if an employee has no tax withheld in 2022 and owes no tax but is eligible for a credit of \$800, they must file a 2022 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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?

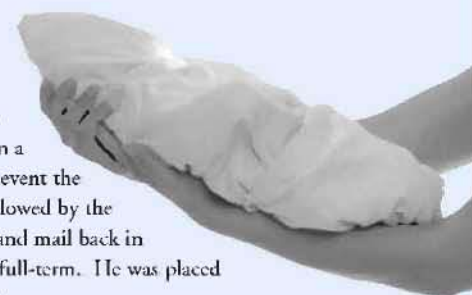
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and Contract language.

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

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

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following Contracts:

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

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
 14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

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:

Signed _____ Date _____
Contractor's Contract Director

Return to Contract Manager

DATE: _____

TO: _____

FROM: _____

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

In accordance with the terms of the Security Services for Los Angeles County Department of Public Works for Contract Deviations(s) at:

Facility _____

Date _____

Shift _____

Amount of Deduction \$ _____

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to the Department of Public Works, Administrative Services 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.

P:\brcdpub\Service Contracts\CONTRACT\Victoria\HQ SECURITY\2022 RFP\05 AWARD\BOARD LETTER\Final Contract\11 Exhibit G, Notice of Proposed Payment Adjustment.doc

Attach. Contract Discrepancy Report (Exhibit F)

EXHIBIT H

TO: Contract Manager/Assistant Contract Manager

FROM: _____ Contractor (firm name)

EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY

I, the undersigned, agree to return to the Department of Public Works upon termination of this Contract for armed and unarmed security at the Public Works _____ (name of field facility), all items (listed below) issued to me by the County. I also agree to pay for the replacement of any County equipment issued to me, if damaged or lost through negligence, or not returned upon termination of this Contract with Public Works.

The following 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
provided below, explain the circumstances under which the item or items were
LOST/STOLEN.)

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Date of Loss: _____

Police Agency Report to: _____

Date: _____

Contractor (Firm Name): _____

Contract Director signature: _____

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through K, inclusive, of this Contract (Exhibits A-K) and this PRS, Exhibits A-K shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-K, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions/ Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE 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	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide First Aid	Aids provided, when required and certification kept active and valid.	Deduct 8 hours and/or remove officer plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Welcome, Screen, Direct Visitors, and Provide Information	Accessibility and visibility by public. Questions answered promptly.	Deduct 8 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Escort Services	As required in the Contract.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through K, inclusive, of this Contract (Exhibits A-K) and this PRS, Exhibits A-K shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-K, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions/ Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Area Patrol	Procedures followed and facility secure.	Deduct 8 hours and/or remove officer plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Promptness	Reported to work 5 minutes prior to the start of work shift.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Lock and Unlock Facility	Facility is locked and unlocked on schedule.	Deduct 8 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Raise and Lower Flags	Flags attached properly. Flags are folded and secured properly at end of day.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Held Over until Relieved	Procedure is followed for relieve of shift. Post shall be manned at all times.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through K, inclusive, of this Contract (Exhibits A-K) and this PRS, Exhibits A-K shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-K, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions/ Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
10. Two-Way Radio	Completion of training in radio communications. Equipment maintained properly.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Time Detex Wand Patrol	Rounds made with the use of a Detex wand done on the hour every hour for each shift except day shifts. When the wand is inoperable tours shall be done manually and reported on a patrol log.	Deduct 2 hour per hour missed	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Assists Other Officers and Law Enforcement	Officer assisted as needed.	Deduct 8 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13. Area Control – Prevent Hostile Acts and Protect Personnel/Property	Facility safe and secure.	Deduct 8 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed, documented, and submitted within the time frame requested.	Deduct 4 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through K, inclusive, of this Contract (Exhibits A-K) and this PRS, Exhibits A-K shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-K, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions/ Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
B. REPORTS/DOCUMENTATIONS				
1. Facility Log	Maintain facility log	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Daily Report	Upon request by the Contract Manager, provide daily reports.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Non-employee Injury Report	Completed by end of shift for each occurrence. File as needed.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Special Reports As Needed	Filed within time frame requested.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	As required by the Contract.	\$100 per employee per day who is not certified as passing the background check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through K, inclusive, of this Contract (Exhibits A-K) and this PRS, Exhibits A-K shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-K, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions/ Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Uniform and Appearance	Contract specifications met.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Courtesy and Professionalism	Contract specifications met.	Deduct 2 hour or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Working Knowledge of Facility and Post Orders	Facility security function complete.	Deduct 4 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Maintain Knowledge of Fire Protection Measures	Contract specifications met.	Deduct 8 hours and remove officer immediately plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Maintain Knowledge of Emergency Procedures	Contract specifications met.	Deduct 8 hours and remove officer immediately plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/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	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through K, inclusive, of this Contract (Exhibits A-K) and this PRS, Exhibits A-K shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-K, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions/ Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
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	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Provide Adequate Supervision and Training	Contract specifications met.	Deduct 8 hours plus potential suspension or termination of the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Updates Post Procedures	Facility books updated in timely manner.	Deduct 2 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Responds to Incidents / Provides Backup	Contract specification met.	Deduct 8 hours and/or remove supervisor	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	Deduct 4 hours and/or remove officer	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Conducts Investigation	As required by the Contract.	Deduct 8 hours	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through K, inclusive, of this Contract (Exhibits A-K) and this PRS, Exhibits A-K shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-K, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions/ Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
9. Reviews Subordinates' Reports	Completes on time as required.	Deduct 1 hour	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	As required by the Contract.	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

*Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through K, inclusive, of this Contract (Exhibits A-K) and this PRS, Exhibits A-K shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-K, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions/ Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

*Hourly deduction shall be made at the current hourly rate for level of officer involved.

SAMPLE PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Contractor/Principal)

as principal, and _____
(Surety)

as surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter "County"), in the sum of:

_____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the County for the Armed/Unarmed Security Services for Public Works Headquarters Complex and is required by said County to give this bond in connection with the execution of said contract (No. _____).

NOW, THEREFORE, if said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed that any alterations in the work to be done or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the principal or surety hereunder, nor shall any extensions of the time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the surety. The provisions of Section 2845 of the Civil Code are not a condition precedent to the surety's obligations hereunder and are waived by surety.

WITNESS our hands this _____ day of _____, 20 ____.

By _____
(Contractor/Principal)

By _____
(Surety)

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its



Tuesday, December 13, 2022

**A SECURITY
PARTNERSHIP PROGRAM
FOR
THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
Armed and Unarmed Security Services for the Public
Works Headquarters Complex
(BRC0000344)**

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, CEO | 6060 Sunrise Vista Dr., Suite 1500 | Citrus Heights, CA 95610 | 916-757-3451 | klintonkehoe@patrolsolutions.com

Carl Cunningham, General Manager | 1828 Salvio St. | Concord, CA 94520 | 415-760-8116 | carlcunningham@patrolsolutions.com

Please let us know if we can provide you with any additional information.

Respectfully,

Carl Cunningham

Carl Cunningham, General Manager
carlcunningham@patrolsolutions.com | 415-760-8116

4. SUPPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES

Statement of Information



BA20221231238



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

B1311-1326 12/09/2022 2:15 PM Received by California Secretary of State

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
<input checked="" type="checkbox"/> 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
<input checked="" type="checkbox"/> 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.	

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Klinton Kehoe

Signature

12/09/2022

Date

B1311-1327 12/09/2022 2:15 PM Received by California Secretary of State

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 Armed and Unarmed Security Services for the Public Works Headquarters Complex (BRC0000344). PS is ideally qualified to provide security services for the DPW HQ, 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.

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.

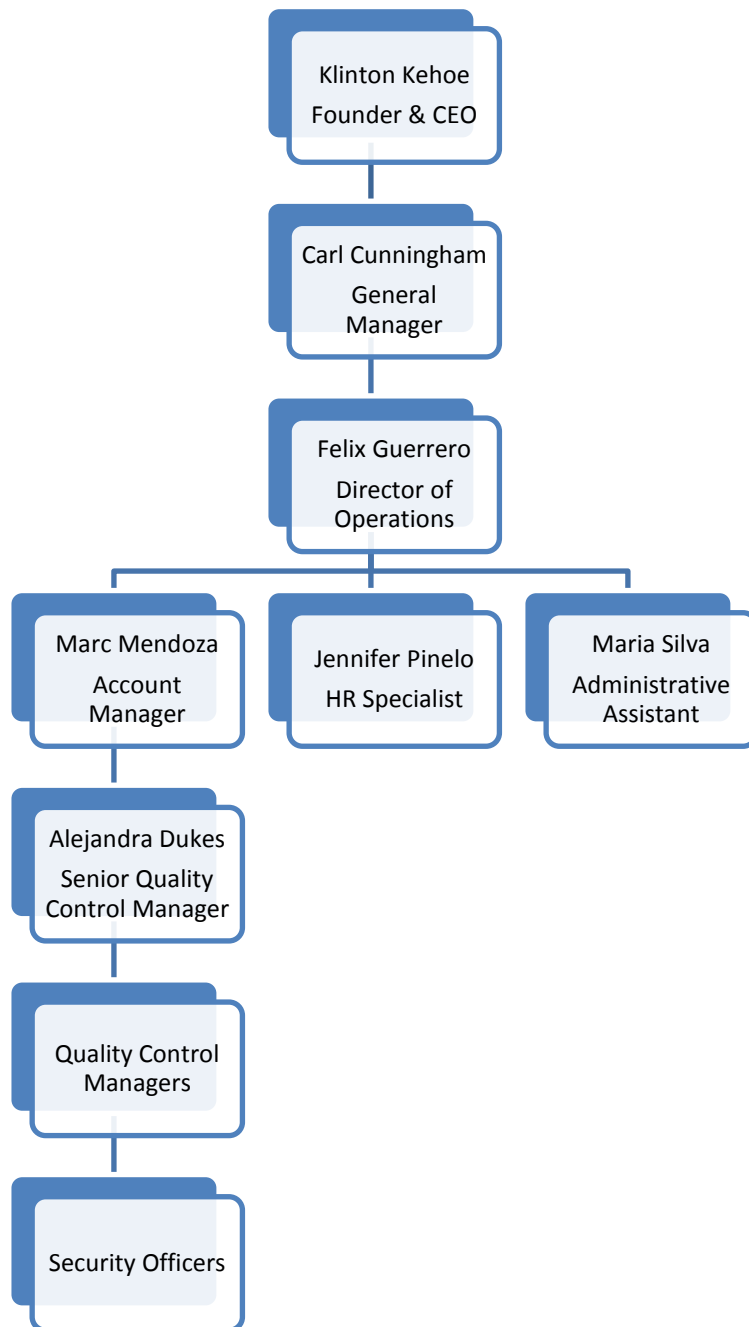
Patrol Solutions specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. PS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge 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 six offices throughout California and employs about 140 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, San Francisco, Concord, Sunnyvale, La Mirada, and San Bernardino.

For the Department of Public Works HQ project, we will operate out of our La Mirada office.

The key point of contact for a contract resulting from this RFP is Carl Cunningham, the general manager. He is based out of the Concord office (1828 Salvio St. | Concord, CA 94520) and his phone number is 415-760-8116.

Organizational Chart

Felix Guerrero will oversee this contract. He has over 20 years' worth of experience in the security industry, and has been serving in a managerial capacity since 2009. Currently, he is Patrol Solutions' director of operations. Klinton Kehoe (CEO) and Carl Cunningham (General Manager) will assist during the transition and contract management, and provide ongoing support as needed. Felix is the director of operations and will lead and oversee the local team in providing services. He is based in our La Mirada office. Marc Mendoza is the proposed account manager who will provide daily management for the project and serve as the daily point of contact. Our senior quality control manager is Alejandra Dukes. QCMs perform unannounced site inspections to ensure that field officers are performing their duties with all due excellence. Jennifer Pinelo is the HR specialist in the LA region and will assist with recruiting, hiring, onboarding, and other HR matters. Maria Silva is the administrative assistant who provides logistical and administrative support from the local office.



Key Staff

Klinton Kehoe
CEO & Founder



Expertise

Security Operations,
Operations Management,
Customer Service,
Business Planning and
Development, Workplace
Injury Prevention,
Security Program
Development

Professional Affiliations

American Society of
Industrial Security (ASIS)
BSIS

Klinton Kehoe is the CEO and owner of Patrol Solutions. He originally entered the private security industry as a security officer for a regional security company. Less than half a year into his career, he found that he was clearly well-suited for the job and was promoted to be a training manager. He quickly earned numerous training certifications and became qualified to train security officers.

In addition to his capabilities as a trainer, he was also promoted to be a shift manager. In this role, Klinton managed a security program with 100 officers assigned to the project. He managed deployments, breaks, schedules, and performance reviews. As he continued progressing in his career, Klinton began taking on more operational, “big picture” roles and he eventually managed over seventy clients and properties. As a field manager, he also conducted in-person site checks to personally supervise and train officers in the field.

Going to his sites also instilled in him the importance of great customer service. Seeing firsthand how much clients valued clear lines of communication, honesty, and personal accountability, Klinton knew that his responsiveness and responsibility as a manager would always have meaning and add value to the security program.

It is precisely that attitude that helped him build Tactical K-9 & Patrol Solutions, the company that would eventually be known as simply Patrol Solutions.

Carl Cunningham

General Manager



Expertise

Business Management,
Business Development,
Security Operations,
Workplace Injury
Prevention, Healthcare
Security Program
Development, High Rise
and Commercial Building
Certifications

Professional Affiliations

American Society of
Industrial Security (ASIS),
Building Operators and
Managers Association
(BOMA), Institute of Real
Estate Management
(IREM), California
Association of Community
Managers (CACM),
International Association
for Healthcare Security &
Safety (IAHSS), San
Francisco Electronic
Crimes Task Force (Secret
Service), Northern
California Regional
Intelligence Center
(Department of
Homeland Security),
InfraGard (FBI)

Carl Cunningham partnered with Patrol Solutions, founded in 2010, after a ten-year stint as the primary business development manager at Cypress Private Security. After Cypress was bought out by one of the international security firms, the Patrol Solutions partnership was created specifically to provide a customer-oriented experience for clients, as well as for the officers who support the objectives of the project.

Patrol Solutions is comprised of a management and leadership base of the best-in-class security managers. Patrol Solutions works to provide responsive decision making to every individual client, and also strives to recognize each employee's efforts and contributions while providing a road to successful career development.

Carl enjoys the camaraderie, not only between employees, but between the company and clients. The personal consideration a client receives is something Carl truly values in his work and strives to provide.

One of his many talents is the ability to provide a great deal of attention to each individual client, as he builds each client's relationship with the Patrol Solutions management team. When meeting with clients, he accurately and helpfully applies his knowledge of the security industry to diagnose the specific services they need for their site. His clients have long appreciated the sincerity and thoughtfulness he provides as he addresses all of their security concerns.

With over 20 years of experience in operations, sales, and marketing, Carl has vast knowledge in the security and business management fields. He is responsible for all areas of business development and takes a long-term approach to cultivating business partnerships with clients, ensuring a customized security program that meets their needs.

Felix Guerrero

Director of Operations

**Expertise**

Security Operations, Security Training Plans, Leadership and Management, Firearms, High Risk Security Programs, Security Patrol Procedures, Loss Prevention Strategies, Security Operational Support and Oversight, Weapons of Mass Destruction, Public Relations, Public Safety, Premises Liability, Officer Safety

Education

Metropolitan High School, Rio Hondo College, Firearms Training Academy

Certificates/Affiliations

BSIS, FEMA, DSMA, CPI
FEMA: Basic Workplace Security Awareness;
FEMA: Workplace Violence Awareness;
FEMA: Active Shooter;
FEMA: Introduction to the Incident Command Center; Downtown Security Manager's Association; Certified Firearms Instructor

Felix Guerrero joined Patrol Solutions in 2020 after working in the security industry for over twenty-two years, spending most of his career as a project start-up manager, operations manager, and training administrator.

Prior to partnering with Patrol Solutions, Felix worked at Cypress Private Security for ten years, until Cypress was bought out by Allied Universal. Thus, he joined Patrol Solutions, a company where every client would receive great personal attention and care. Possessing an astute understanding of client needs, Felix prides himself on providing superb customer service and works tirelessly to address and remedy any operational issues in a timely manner.

As a certified firearms instructor, Felix understands the gravity of responsibility. His years of experience have enabled him to oversee high risk security operations staffed by armed officers, and his expertise in defusing conflicts has allowed him to minimize the threat of incidents. During his time at Cypress, Mr. Guerrero managed over 40 armed guards in the Los Angeles area.

In addition, Felix gained deep insight into the inner workings of managing, training, and developing staff. He has overseen relevant security projects in the retail and logistics industry at Technicolor Distribution Center, APL Logistics, Menlo World Wide, and HP Logistics. Under his guidance, his teams consistently aided clients' loss prevention programs, reducing theft and recovering merchandise.

Felix is a firm believer in teamwork. He is a member of the Downtown Security Manager's Association, an organization of security and law enforcement professionals recognizing homeland security efforts in L.A. Together, members exchange information and share best practices for mutual benefit. The synergy produced by mutual cooperation transcends negative stereotypes occasionally found in the security industry. Whether providing security services for government municipalities or private companies, his history clearly demonstrates a pattern of success. Felix's skills and experience make him a dependable and trusted frontline contact for all domestic security operations.

FELIX GUERRERO

**EXPERIENCE:****April 2009 – 2019**

Cypress Private Security, LLC Santa Fe Springs, CA
Regional Manager and Training Administrator

October 2000 - April 2009

Akal Security Santa Fe Springs, CA
Field/Operation Manager

October 1998 – October 2000

ADT BELAIR PATROL HOWTHORNE, CA
Patrol Officer
(Residential and Commercial)

Primary duties:

- Maintaining consistent communication between property supervisor, employees, contractors, and security officers.
- Responsible for making high decisions when necessary.
- Submit clear daily activities reports, incident reports, and facilities reports; update work schedules daily.
- Interview clients to assess needs and establish rapport.
- Consulted with clients to explain procedures and respond to questions.
- Response to residential and commercial alarms, secure exterior and interior of property.
- Give a professional presence and communicate clearly.
- Mediated between clients, community members, city and county planning departments, and law enforcement agencies to ensure communication flow and resolve concerns.
- Inspect sites for compliance with state and contract regulations.
- Prioritize and coordinate tasks to complete projects within deadlines.
- Pre-Employment orientation and basic training.
- Emergency and disaster preparedness plans.
- Implement environmental health and safety policies and procedures.
- Manage branch office.
- Responsible of branch P&L/branch budget.
- Employee schedules.
- Client billing/invoicing.
- Branch office overtime.
- Branch office & client inventory.
- On call 24/7.

Core Strengths

- Highly focused and committed professional with a record of consistency and deliver of quality service. Detailed-oriented with twelve years of protecting assets and maximizing safety.
- Effectively apply strong problem solving skills in a variety of solutions. Respond rapidly and appropriately to an array of situations. Evaluate problems and make astute decisions to bring about positive outcomes.
- Highly skilled in responding to emergency situations & providing crisis intervention. Effectively respond to medical emergencies possible fire hazards. Conduct crowd controls & evacuations protocols.
- Regarded for committed work ethic and ability to effectively relate across all levels of leadership as well as with tenants, coworkers and members of the community at large. Have a rich understanding of a multitude of cultures and customs. Strong interpersonal communications. Ability to lead and motivate employees.

Education/Training

Metropolitan High School 1996-1998

Rio Hondo College 1999 – 2000 No Degree

- FEMA: Basic Workplace Security Awareness
- FEMA: Workplace Violence Awareness
- FEMA: Active Shooter
- FEMA: Introduction to the Incident Command System
- Downtown Security Manager's Association an organization
- CPI: Prepare Training Program (Respect, Service and Safety at Work)
- American Red Cross: First Aid/CPR AED Instructor
- Taser Training Academy: Taser Instructor
- Safariland Training group: OC Instructor
- Firearm Training Academy : BSIS Guard Card, Expose Firearm permit, Baton PR24, Tear Gas

Technical Skills

Microsoft Word, Microsoft Excel, Power point, Microsoft Office Outlook, WinTeam, Valiant, Time keeping Systems, CCTV, Yugma and administrative Office Duties

Languages Spoken

Fluent in English and Spanish

Marc Mendoza

Account Manager

**Expertise**

Security Operations,
Security Assessments,
Security Training Plans,
Customer Service,
Supervision and
Management Leadership,
Critical City Infrastructure
Security Programs, Client
Relations

Education

Cal State University
Northridge (B.A.,
Sociology)

Certificates/Affiliations

Peace Officer Standards
and Training (Basic,
Intermediate, Advanced)
Certificates, Glendale
Police Department, FBI
Analysis and Interrogation
Techniques, FEMA
Incident Command
System, California
Narcotics Officer
Association Undercover
Operations, Dragnet
Street Racing and
Modified Vehicle
Investigation

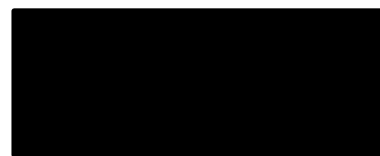
Marc Mendoza is the proposed account manager for the DPW HQ. He has a background in law enforcement, having served as a police officer in the Glendale Police Department from 1992 to 2011. Ever since 2011, he's worked in the private security industry.

Prior to joining Patrol Solutions, Marc was employed by Cypress Private Security, working under Felix Guerrero starting in 2013. There, he demonstrated the ability to handle a variety of challenges in a growth-oriented organization while managing diverse job responsibilities. As an operations manager and security director, he combined his operational security knowledge with customer service, as he regularly maintained communications with client liaisons and participated in administrative meetings with clients.

Thanks to his law enforcement experience, he is particularly knowledgeable about peace officer standards. He has completed basic, intermediate, and advanced POST training. Marc's expertise includes undercover operations (particularly anti-narcotics) and dragnet street operations and investigations. He has seen much over the course of his career. During his career as a police officer, he performed as a field training officer and was also assigned as a burglary/auto theft investigator.

In the private security industry, he has served as an operations manager in Glendale, Beverly Hills, and Valencia. His work experience includes performing scheduling, threat assessments, executive protection, and direct supervision. He also forged relationships with clients.

Marc and all of his training and experience will be a great benefit to the security program. His leadership, organizational skills, and his first-hand familiarity with fieldwork make him an ideal choice to serve as the full-time, dedicated assistant program manager. He will oversee every aspect of the project on a daily basis, maintaining contact with your representatives and providing oversight and guidance to all of the security supervisors and officers.



Marc Raymond Mendoza

Education

June 2004 Cal State University Northridge Northridge, California
Bachelor of Arts in Sociology
 • Course work includes: Criminology, Social Research, Behavioral Studies, Statistics, and Psychology.
 September 1988-May 1991 Glendale Community College Glendale, California
 Graduated 1988 Glendale High School Glendale, California

Work Experience

2014-2019 Cypress Private Security Santa Fe Springs, California

Security Director

Provide leadership and direction in all areas of security. Directs and oversees the administration of security, establish and monitor long range organization goals and strategies. Oversees Scope of Work contracts are met. Attends meetings and collaborates with Administration and Board Directors to ensure security issues are met and resolved.

2011-2014 ABA Protection Valencia, California

Operations Manager

Job responsibilities include scheduling, threat assessments, managing executive protection accounts, supervise security personnel; manage assignments and deployment of off duty law enforcement personnel.

1992 - 2011 Glendale Police Department Glendale, California

Police Officer

- Graduated from the LASD Sheriff's Reserve Academy class #70 on 06-29-92
- Graduated from the LASD Sheriff's Academy class #284 on 08-15-94
- Assignments included Patrol Officer, Field Training Officer and Detective.
- Job responsibilities include the following: Handling calls for service, customer service, and problem solving. Interviewing victims, witnesses, and suspects for criminal investigations; Investigations which included all criminal and non criminal incidents and documenting reports. Arresting and booking suspects. Training new field police officers and providing up to date training. Investigated criminal incidents with follow through, locating evidence, filing cases with the District Attorney, and testifying in court proceedings.
- Assigned as a Field Training Officer in 2003- 2005.
- Assigned as a Burglary/Auto Theft Investigator in 2007-2010.

1988 – 1994 Sears Glendale, California

Loss Prevention Agent

- Job responsibilities include assets protection, monitoring CCTV, private arrest of shoplifters and other asset related incidents, and documenting reports.

Certificates

- Peace Officer Standards and Training (POST) Basic Certificate
- POST Intermediate Certificate
- POST Advanced Certificate
- POST Certified Field Training Officer Course (40 hours POST Certified)
- POST Investigative Excellence Theft Cases 2009 Award
- POST Drug Abuse Recognition
- LASD Basic Traffic Collision Investigation (40 hours POST Certified)
- LASD Introduction to Community Policing
- LA County District Attorney Criminal Justice Institute Search and Seizure and Interrogation Law and Tactics
- Administration of Justice Search Warrants
- LAPD Detective Symposium
- FBI Interviewing Analysis and Interrogation Techniques
- Workplace Drug Recognition for Supervisors and Employees
- Identification of Counterfeit Optical Discs MPAA
- Taser X26 certified
- Surveillance Techniques
- Burglary Foundation Specialty Course
- US Department of Homeland Security FEMA Incident Command System for Law Enforcement
- US Department of Homeland Security FEMA National Incident Management System
- California Narcotics Officer Association (CNOA) Undercover Operations
- CNOA Fitness and Nutrition Certified
- CNOA Narcotics and Street Development
- CNOA Basic Street Narcotics
- Drag Net Street Racing and Modified Vehicle Investigation

Professional Skills

- Strong organizational and interpersonal skills.
- Providing excellent customer service.
- Efficient, accurate and detail oriented.
- Strong written and verbal communication skills.

References

- Available upon request.

Jennifer Pinelo

HR Specialist

**Expertise**

Human Resources, Talent Acquisition, Security Recruitment, Staffing and Hiring Processes, Customer Service, Administration

Education

Santa Monica College
El Camino College

Jennifer Pinelo is the HR specialist and recruiter for Patrol Solutions' Los Angeles region. In this role, she conducts the recruitment processes for all security accounts under her branch office's purview to ensure that high quality candidates are hired, trained, and assigned to our clients. She also assists with security officer orientation training, officer scheduling, and human resources matters. Jennifer also provides additional administrative support to the local management team.

Before joining Patrol Solutions, Jennifer performed the same functions for Cypress Private Security for several years. She has also worked at Allied Universal and Securitas as a security officer. Primarily, she specialized in access control, customer service as a lobby ambassador, report writing, badging, and camera surveillance. Her firsthand experience with field work makes her an excellent recruiter because she understands the qualities a candidate needs in order to be effective.

In addition to her work in the private security industry, Jennifer also has experience as a customer service specialist at Target. She also worked as a tax preparer for Benjamin Taxes Services.

All of her previous experience has prepared her well for her current role. In her previous work, she developed familiarity with administrative processes including data entry, handling confidential information, scheduling, inventory, assisting with office accounting, and detailed documentation.

Jennifer's willingness to engage clients, colleagues, and candidates, and her vested interest in seeking their best makes her an ideal recruiter and HR specialist for Patrol Solutions.

Maria Luz Silva
Administrative Assistant



Expertise

Office Management,
Customer Service, Record
Keeping, Payroll, Data
Entry, Dispatch,
Budgeting, Recruitment
Administrative Support,
Aviation Security,
Transportation Industry

Education

El Camino Compton
College

Los Angeles County of
Education

John C. Fremont High
School

Certifications

Professional Per-
Employment Certificate

Child Development
Associate Degree

Maria Luz Silva is an administrative assistant with expertise in office management. She joined Patrol Solutions in 2021 and provides a wide variety of administrative functions. These duties include answering incoming calls, maintaining the office space, handling personnel files, performing data entry, assisting with payroll and budgets, and assisting with the hiring process.

Prior to joining Patrol Solutions, Maria performed a similar role at Cypress Private Security. Her time there helped her refine her processes and establish best practices. In addition, she gained familiarity with a variety of different programs useful to her job functions, including Kwantek, SharePoint, QuickBooks, Valiant, and more.

Maria entered the security industry in 2016 after over a decade in other fields. Beginning as guard at an airport where she provided access control, personnel escort, plane searches, and fire watch duties, she developed a thorough understanding of delivering services in the field. Her field experience benefits her in her administrative role because she can effectively interview potential candidates and conduct new officer orientation with the proper context.

Her other experience includes working as an operations manager for a transportation company. There, she performed dispatch services, accounting, budgeting, and other management duties. Maria has also worked in education, as a teacher, for almost ten years.

All of Maria’s experience points to her reliability and organizational skills. She is a natural teacher and communicator, and provides invaluable support to all of our local security projects.

Maria is also bilingual, as she is fluent in Spanish and English.

Alejandra Dukes

Senior Quality Control Manager

**Expertise**

Security Operations,
Security Management,
Security Program Quality
Control Management,
Aviation Security,
Transportation
Operations, Record
Keeping, Office
Management, Payroll
Issues, Administrative
Support

Education

California Technical High

Certifications

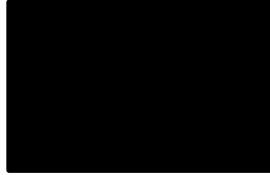
BSIS

Alejandra Dukes is our senior quality control manager in the Los Angeles region. As the qualified inspector, Alejandra will directly oversee the program on a daily basis. She will perform unannounced site visits to manage officers in the field and make sure that everyone is doing their best work. As a QCM, she will be available to address any client concerns and feedback.

Prior to joining Patrol Solutions, Alejandra was a payroll clerk for another private security company. She took ownership of the payroll procedures as she gathered, reviewed, and calculated payroll data for over 500 employees. Before taking that management position, Alejandra also worked as a security officer for that same company, with the highlight being a seven-year stint at a major airport. She set up stanchions and managed crowd control functions. One of her other duties was to conduct physical searches of aircraft to make sure no suspicious items were on board, and to ensure that all security seals were in place and unbroken. In addition, she performed access control services at screening and document checkpoints, for passengers and also for airport/airline personnel. During her time at the airport, Alejandra also performed security patrols and inspections, and mastered the art of keeping detailed and organized logs.

Outside of security, Alejandra also worked in the transportation industry for over three years. In that capacity, she performed administrative functions including customer service, data entry, and supervising other office staff.

Alejandra's leadership, organizational skills, and first-hand familiarity with security fieldwork make her an excellent senior QCM with Patrol Solutions.

Alejandra Dukes**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**

3/1/2014 – Present

Aviation Safeguards

Los Angeles, CA

- Gather, review, calculate and enter payroll data from handwritten timesheets using WinTEAM payroll module for over 500 employees
- Review and verify source documents and calculate and post corrections
- Secure signature of employees on handwritten payroll documents
- Research and resolve payroll discrepancies by collecting and analyzing information
- Prepare and submit weekly report of paid time off and vacation hours
- Provide payroll information by answering questions and requests; address employee inquiries and requests daily
- Manage and maintain payroll documents
- Maintain employee confidence and protect payroll operations by keeping information confidential.

Unarmed Security Guard

4/13/2007 – 3/1/2014

Aviation Safeguards

Los Angeles, CA

- Set up stanchions and established queuing order for passengers
- Assisted passengers with luggage and through screening and document checkpoints; directed passengers to less congested checkpoints to maintain flow
- Performed a physical search of aircraft to make sure that no suspicious items were on board and that all security seals were in place and unbroken
- Screened service personnel entering the aircraft and ensured that only authorized personnel gained access to the aircraft
- Granted access to areas based on identification and kept logs of visitors
- Observed and reported unsafe or hazardous conditions immediately to my manager or proper authority

Customer Service

2/1/2004 – 4/13/2007

Ortega's Transport INC

Los Angeles, CA

- Provided customer service and addressed customer issues in a timely manner
- Screened and directed calls; received and directed visitors
- Performed administrative and office activities for multiple supervisors
- Provided data entry support, including tabulating and posting of data in company software
- Supervised a staff of 5; trained and supervised new office staff and evaluated their work
- Performed a variety of Internet research functions for office use
- Maintained office supplies and allocated supplies to appropriate departments
- Operated photo-copier, fax machine, printer, and computer as required; performed filing

Education

High School Diploma

California Technical High, Los Angeles, CA

2005

Description of Experience

Patrol Solutions' unique ability to combine financial strength, personnel development, disciplined execution, responsive management, and adaptive customer service has empowered us to meet the evolving needs of each and every client. Entities similar to the County find us to be the ideal security services partner. Our company's management team is accustomed to serving government clients who are dynamic in scope, magnitude, and complexity. Vast resources activated through well-defined management processes enable PS to meet the requirements of modern facilities and the demands of sophisticated clients. Our leadership team and management team are comprised of former Cypress Private Security managers, who have direct experience with serving the following accounts:

- Los Angeles Police Department
 - \$2 million per year
 - 2/2017 to 06/2019
 - Unarmed and armed officers to provide security guard services through the entire LA Basin, including El Pueblo, libraries, public hygiene facilities, water treatment plants, city buildings, jails, and the police communication tower.
- Housing Authority of the City of Los Angeles
 - \$5.5. million per year
 - 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
 - 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
 - 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
 - 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
 - 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
 - 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:** Tracie Keith, Facilities Maintenance Administrator
 - 925-688-8146
 - tkeith@ccwater.com
 - 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 HQ security contract.

- **Los Angeles County Department of Public Works (Headquarters):** Robert Gresham, Contract Administrator
 - 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
 - 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
 - 8181-937-8987
 - mpowers@glendaleca.gov
 - Unarmed coverage for GWP facilities including the water and power facilities. Mobile patrol coverage included various City public facilities including libraries and 27 parks.
 - \$80,000 annual
 - Felix Guerrero directly managed this contract from March 2012-2019.

Minimum Mandatory Requirements Compliance

1. 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.

2. PPO License

**PATROL SOLUTIONS****LICENSE NUMBER:** 119966 **LICENSE TYPE:** PRIVATE PATROL OPERATOR**LICENSE STATUS:** CURRENT **EXPIRATION DATE:** FEBRUARY 28, 2023**SECONDARY STATUS:** ADMINISTRATIVE FINE**CITY:** FOLSOM **STATE:** CALIFORNIA **COUNTY:** SACRAMENTO **ZIP:** 95630

3. Bid Guaranty

We have included our bid guaranty with our proposal submittal.

4. Faithful Performance Bond

If awarded the contract, Patrol Solutions can and will provide an annual faithful performance bond as specified in the Agreement.

5. No Subcontractors

Patrol Solutions and understands that the use of subcontractors is prohibited for this service.

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 cross-training officers. At PS, our QCMs personally take initiative to visit sites, thereby providing a visible leadership presence to field officers and staying in touch with the client's management team.

Unarmed and Armed Security – Whatever their assignment, officers will be trained to master the ins and outs of their specific post. They will learn general County rules and regulations, and gain familiarity with general site information so that they will be capable of responding to requests from patrons asking for assistance and service information. Security officers will observe and report daily activities, and prepare accurate and legible daily activity reports and incident reports (as needed). They will assist County personnel, police, and other law enforcement officials as necessary by providing perimeter access control, traffic direction, and other duties as needed. Armed officers undergo appropriate weapons training and maintain current certifications. They will be equipped with County-approved weapons.

Roving Patrols – Officers perform full patrols on a regular basis. These patrols include all areas of the site as designated by the post orders. A visible presence will serve as a deterrent to trespassers and crime, and increase general public safety. Officers will seek to prevent and minimize fire, theft, damage, graffiti, and other unwanted activities. As they make their rounds, they will also ensure that the facilities are secured (doors, windows, gates, locks, etc.). Any unusual incidents or hazardous conditions will be reported to the proper representative and logged.

Vehicle Patrols – Patrol Solutions will provide and maintain a golf cart for this project. The golf cart will be equipped with lights and rain protection. 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. Whenever possible, and if so desired by all involved parties, we seek to retain incumbent officers.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)
	SUN	MON	TUE	WED	THU	FRI	SAT		
Day Shift									
Security Director-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970
Lieutenant-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920
Security Officer-Unarmed (8 a.m.-6 p.m.) no holidays		10	10	10	10			40	1970
Security Officer-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920
Security Officer-Unarmed (8 a.m.-4 p.m.) no holidays		8	8	8	8	8		40	1970
Security Officer-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970
Security Officer-Unarmed (8 a.m. - 6p.m.) no holidays		10	10	10	10			40	1970
Security Officer-Unarmed (8 a.m. - 6p.m.) no holidays		10	10	10	10			40	1970
Security Officer - Unarmed (6 a.m. - 4 p.m.)		10	10	10	10			40	1970
Security Officer -Armed (6 a.m.- 4 p.m.) no holidays		10	10	10	10			40	1970
Swing Shift									
Lieutenant - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920
Security Officer - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920
Security Officer - Unarmed (4 p.m. - Midnight) no holidays		8	8	8	8	8		40	1970
Graveyard Shift									
Sergeant - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920
On-Call									
Security Officer - (Armed) On-Call/As-Needed									7800

Security Director

Marc Mendoza is our proposed account manager/security director (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 Personnel." Marc reports to Felix Guerrero, the director of operations.

Equipment

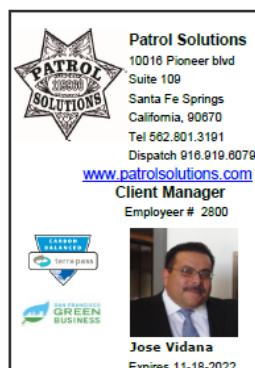
Uniforms

Full-time officers receive, at a minimum, two pairs of pants, three shirts, and a jacket. Part-time officers receive, at a minimum, one pair of pants, two shirts, and one jacket. If officers are working in an environment that will regularly place them in the elements, we can provide additional gear for inclement weather and other conditions. We also provide personal protective equipment for officers who work at sites that require it. Officers are responsible for cleaning their own uniforms. The shirts and jackets are clearly marked with our insignia. However, we have a uniform provider we can work with if alternate uniform styles are desired. For example, some clients may prefer a softer look with polo shirts.



Materials and Equipment

Patrol Solutions provides our officers with the appropriate items for the job including general office supplies and reporting forms. We can provide personal protective equipment (including face masks, hard hats, safety goggles, safety vests, and any other necessary safety gear). We will provide a golf cart, 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 listed on page A.13 of the RFP. These firearms have been approved by senior management and all armed officers are fully trained and certified.



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 Program	Post Orders and Assignments
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

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.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

Armed and Unarmed Security Services for The Public Works Headquarters Complex (BRC0000344)

PROPOSER: Patrol Solutions

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Day Shift											\$
Security Director-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$28.00	\$ 55,160.00
Lieutenant-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$24.00	\$ 70,080.00
Security Officer-Unarmed (8 a.m.-6 p.m.) no holidays		10	10	10	10			40	1970	\$19.50	\$ 38,415.00
Security Officer-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$19.50	\$ 56,940.00
Security Officer-Unarmed (8 a.m.-4 p.m.) no holidays		8	8	8	8	8		40	1970	\$19.50	\$ 38,415.00
Security Officer-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$19.50	\$ 38,415.00
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$19.50	\$ 38,415.00
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$19.50	\$ 38,415.00
Security Officer - Unarmed (6 a.m. - 4 p.m.)		10	10	10	10			40	1970	\$19.50	\$ 38,415.00
Security Officer -Armed (6 a.m.- 4 p.m.) no holidays		10	10	10	10			40	1970	\$20.50	\$ 40,385.00
Swing Shift											\$
Lieutenant - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$24.00	\$ 70,080.00
Security Officer - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$19.50	\$ 56,940.00
Security Officer - Unarmed (4 p.m. - Midnight) no holidays		8	8	8	8	8		40	1970	\$19.50	\$ 38,415.00
Graveyard Shift											\$
Sergeant - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$22.00	\$ 64,240.00
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$19.50	\$ 56,940.00
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$19.50	\$ 56,940.00
On-Call											\$
Security Officer - (Armed) On-Call/As-Needed									7800	\$20.50	\$ 159,900.00
Comments/Notes:	Total Salaries										\$ 956,510.00
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday										\$ 68,059.37
	(2) Health Insurance										\$ 39,858.38
	(3) Payroll Taxes & Workers' Compensation										\$ 161,775.20
	(4) Welfare and Pension										\$ 4,159.21
	Total Employee Benefits (1+2+3+4)										\$ 273,852.16
	(5) Equipment Costs										\$ 82,315.17
	(6) Service and Supply Costs										\$ 94,758.63
	(7) General and Administrative Costs										\$ 189,781.18
	(8) Profit										\$ 66,547.36
	Total Other Costs (5+6+7+8)										\$ 433,402.34
	TOTAL PRICE										\$ 1,663,764.50

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder 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. Bidder'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 Bidder's annual price as quoted in Forms PW-2.1-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Forms PW-2.1-2.5, Schedule of Prices, and this cost methodology, Forms LW-8.1-8.4, the correctly calculated price indicated in Forms PW-2.1-2.5, 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 Bid.

Patrol Solutions

Name of Bidder

Carl Cunningham

Signature

11/22/2022

Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

Armed and Unarmed Security Services for The Public Works Headquarters Complex (BRC0000344)

PROPOSER: Patrol Solutions

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Day Shift											\$
Security Director-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$28.84	\$ 56,814.80
Lieutenant-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$24.72	\$ 72,182.40
Security Officer-Unarmed (8 a.m.-6 p.m.) no holidays		10	10	10	10			40	1970	\$20.09	\$ 39,577.30
Security Officer-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$20.09	\$ 58,662.80
Security Officer-Unarmed (8 a.m.-4 p.m.) no holidays		8	8	8	8	8		40	1970	\$20.09	\$ 39,577.30
Security Officer-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$20.09	\$ 39,577.30
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$20.09	\$ 39,577.30
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$20.09	\$ 39,577.30
Security Officer - Unarmed (6 a.m. - 4 p.m.)		10	10	10	10			40	1970	\$20.09	\$ 39,577.30
Security Officer -Armed (6 a.m.- 4 p.m.) no holidays		10	10	10	10			40	1970	\$21.12	\$ 41,606.40
Swing Shift											\$
Lieutenant - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$24.72	\$ 72,182.40
Security Officer - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$20.09	\$ 58,662.80
Security Officer - Unarmed (4 p.m. - Midnight) no holidays		8	8	8	8	8		40	1970	\$20.09	\$ 39,577.30
Graveyard Shift											\$
Sergeant - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$22.66	\$ 66,167.20
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$20.09	\$58,662.80
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$20.09	\$58,662.80
On-Call											\$
Security Officer - (Armed) On-Call/As-Needed									7800	\$21.12	\$ 164,736.00
Comments/Notes:	Total Salaries										\$ 985,381.50
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday										\$ 70,101.15
	(2) Health Insurance										\$ 41,054.13
	(3) Payroll Taxes & Workers' Compensation										\$ 166,628.45
	(4) Welfare and Pension										\$ 4,283.99
	Total Employee Benefits (1+2+3+4)										\$ 282,067.72
	(5) Equipment Costs										\$ 84,784.63
	(6) Service and Supply Costs										\$ 97,601.39
	(7) General and Administrative Costs										\$ 195,294.58
	(8) Profit										\$ 68,543.78
	Total Other Costs (5+6+7+8)										\$ 446,224.38
	TOTAL PRICE										\$ 1,713,673.60

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder 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. Bidder'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 Bidder's annual price as quoted in Forms PW-2.1-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Forms PW-2.1-2.5, Schedule of Prices, and this cost methodology, Forms LW-8.1-8.4, the correctly calculated price indicated in Forms PW-2.1-2.5, Schedule of Prices, shall prevail.

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Patrol Solutions

Name of Bidder

Carl Cunningham

Signature

11/22/2022

Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:
PROPOSER: **Patrol Solutions**

Armed and Unarmed Security Services for The Public Works Headquarters Complex (BRC0000344)

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Day Shift											\$
Security Director-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$29.71	\$ 58,528.70
Lieutenant-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$25.46	\$ 74,343.20
Security Officer-Unarmed (8 a.m.-6 p.m.) no holidays		10	10	10	10			40	1970	\$20.69	\$ 40,759.30
Security Officer-Unarmed (8 a.m.-4 p.m.)	8	8	8	8	8	8	8	56	2920	\$20.69	\$ 60,414.80
Security Officer-Unarmed (8 a.m.-4 p.m.) no holidays		8	8	8	8	8	8	40	1970	\$20.69	\$ 40,759.30
Security Officer-Unarmed (8 a.m.- 6 p.m.) no holidays		10	10	10	10			40	1970	\$20.69	\$ 40,759.30
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$20.69	\$ 40,759.30
Security Officer-Unarmed (8 a.m. - 6:p.m.) no holidays		10	10	10	10			40	1970	\$20.69	\$ 40,759.30
Security Officer - Unarmed (6 a.m. - 4 p.m.)		10	10	10	10			40	1970	\$20.69	\$ 40,759.30
Security Officer - Unarmed (6 a.m. - 4 p.m.)		10	10	10	10			40	1970	\$21.75	\$ 42,847.50
Security Officer -Armed (6 a.m.- 4 p.m.) no holidays		10	10	10	10			40	1970		\$
Swing Shift											\$
Lieutenant - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$25.46	\$ 74,343.20
Security Officer - Unarmed (4 p.m. - Midnight)	8	8	8	8	8	8	8	56	2920	\$20.69	\$ 60,414.80
Security Officer - Unarmed (4 p.m. - Midnight) no holidays		8	8	8	8	8	8	40	1970	\$20.69	\$ 40,759.30
Graveyard Shift											\$
Sergeant - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$23.34	\$ 68,152.80
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$20.69	\$ 60,414.80
Security Officer - Unarmed (Midnight - 8 a.m.)	8	8	8	8	8	8	8	56	2920	\$20.69	\$ 60,414.80
On-Call											\$
Security Officer - (Armed) On-Call/As-Needed									7800	\$21.75	\$ 169,650.00
Comments/Notes:								Total Salaries		\$ 1,014,839.70	
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.								(1) Vacations, Sick Leave, Holiday		\$ 72,204.18	
								(2) Health Insurance		\$ 42,285.76	
								(3) Payroll Taxes & Workers' Compensation		\$ 171,627.31	
								(4) Welfare and Pension		\$ 4,412.51	
								Total Employee Benefits (1+2+3+4)		\$ 290,529.76	
								(5) Equipment Costs		\$ 87,328.17	
								(6) Service and Supply Costs		\$ 100,529.43	
								(7) General and Administrative Costs		\$ 201,261.55	
								(8) Profit		\$ 70,600.09	
								Total Other Costs (5+6+7+8)		\$ 459,719.24	
								TOTAL PRICE		\$ 1,765,088.70	

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

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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 Bid.

Patrol Solutions

Name of Bidder

Carl Cunningham

Signature

11/22/2022

Date

11/22/2022

Date

7. QUALITY ASSURANCE PROGRAM

A. Policies and Procedures for Quality Control

The quality assurance measures we have in place are designed to ensure that all aspects of the security program are working as effectively as possible. This includes everything from officer training, officer performance, reporting practices, lines of communication, accountability, and more.

Qualified Inspector: The designated qualified inspector for the DPW project is our quality control manager. We have at least one QCM on duty 24/7. Our senior QCM is Alejandra Dukes. She will monitor contract compliance and deal with any customer concerns and inquiries.

Quality Consistency: Our quality control plan is based on the ISO 9000 family of standards established by the International Organization for Standardization. These principles are derived from expert collective experience and knowledge. ISO 9000 philosophies provide a proven framework to guide organizations toward improved performance and operational excellence.

It is the responsibility of the Patrol Solutions management team and on-site personnel to ensure work is conducted in accordance with the specifications outlined through the site-specific post orders, set training standards, the security assessment, contract, and proposal. The quality consistency diagram outlines the expectations, delivery and follow-up in terms of the services performed by PS. Patrol Solutions creates a customized and comprehensive set of post orders that addresses every aspect of safety and security relating to the client's facility and assets. If necessary, Patrol Solutions will update the post orders.

Quality Consistency Diagram



Customer Focus: Client needs can change over time. PS management and staff meet these evolving needs by educated decision-making. Adherence to the ISO principle of “Customer Focus” enables PS to:

- Effectively evaluate and understand customer needs and expectations.
- Invest in company resources that allow PS to better meet the needs of our clients.
- Measure customer experience and satisfaction and respond to feedback with intelligent and immediate solutions.
- Develop customer loyalty and earn new and repeat business.

Management Philosophy: Patrol Solutions promotes a work environment composed of clarity, discipline, and expectation of excellence, so problems are minimized. To maintain quality of services, our management style prioritizes the following concepts:

- Responsive and regular communication to maintain awareness of client needs.
- A more cost-effective business operation means savings are realized by clients in the form of affordable bill-rates as well as reducing needless services and waste.
- Methods of performance that can be measured and continuously improved.

Ongoing Evaluation of Security Program: Vigilant, ongoing evaluation of our security ensures that every facet of our operation meets our goals. This includes the site-specific security program as well as the back-office support and structure. The following information will be reported in the annual evaluation: the effectiveness of services; security improvements originally planned and actually implemented; incidents summary; review of employment plan; recommendations for security improvements; and additional items as necessary.

Quality Improvement Process: The management team attends internal quality control meetings via phone and/or video. Our managers from our various offices discuss issues related to delivering services and identify and analyze any notable challenges and successes. The team offers each other recommendations and implements improvements, sharing best practices across the company.

Corrective Action Procedures

Patrol Solutions values customer satisfaction. In order to provide the best care and service to our clients, we maintain an open dialogue in the spirit of mutual exhortation and collaboration. However, we do acknowledge that there may be times when a client approaches us with an issue or even a complaint. When this happens, we do not dismiss the issue; rather, we examine the situation, identify the problem, and take all possible measures to rectify the situation. We then apply what we have learned to prevent the problem from occurring again in the future. Typically, this means we must identify the root of the problem. Through continual progress reports and follow up between PS and client management, both parties will ascertain the elimination and correction of the problem, as well as ensure together that the preventative measures installed will maintain long-term effectiveness.

The following steps are our guideline for our corrective action procedures:

1. Initial communication of the problem.
2. Verification of the problem.
3. Analysis and broad assessment of the problem.
4. Identification of the root cause.
5. Take measures to comprehensively address the root cause and eliminate the problem.
 - a. Develop an action plan that logs and details the above information and presents a solution.
 - b. Review the action plan with the client.
 - c. Execute the action plan in an expedient but detail-oriented manner.
6. 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 Shift							
By signing here you agree to and acknowledge that you have taken your instructed and required breaks during your shift.							
Signature:				Print Name:			

PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT

Alarm	Loss (keys)	Threats
Breakage	Loss (equipment)	Trespassing
Complaints	Malfunction	Usage/Depletion (refill/change)
Fire	Obstruction	Violence
Flood	Response by Authorities	Visitors (unless listed separate)
Hazard (identified)	Theft	Waste of power/water/gas etc.

PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT

TIME	DAILY ACTIVITY REPORT (DESCRIBE YOUR ACTIVITIES IN DETAIL)	PAGE 1
	START SHIFT	
	FIRST 10 MINUTE BREAK	

Upon starting your shift, you assume full responsibility for the security equipment assigned to this job site or post. Indicate the equipment you have received that the officer going off duty has picked up. All equipment must be accounted for. Notify Patrol Solutions of any equipment that is missing or damaged, and explain in detail on this DAR. At the end of your shift turn over all equipment to the officer relieving you, or securely store it in the space provided. By signing this document you agree to and acknowledge that you have taken all breaks during your shift required by the law.

[illegible]

Incident Report



INCIDENT REPORT

Client:		Address:		Phone Number:	
Type of Incident:			Place of Incident:		
Date & Time of Incident:			Police/Fire Notified.		
			Yes		
Name of Reporting Person:			Client Notified:		
			No		
			supervisor Notified:		
NAMES OF VICTIMS, WITNESSES, PERSONS INVOLVED, ETC.					
V - Victim W - Witness S - Subject					
Name		Contact Number		Organization/Address	
DESCRIPTION OF PROPERTY					
(Example: Brand, Model, Color, Year, License or Serial Number)					
NARRATIVE					
Description of Incident/Injury (WHO – WHAT- WHERE – WHEN – HOW)					
Reporting Person's Name:		Signature:		Date/Time of Report: 2016-04-	
				PAGE 1 OF 2	



INCIDENT REPORT

[illegible]

Conditions Report



Patrol Solutions

CONDITIONS REPORT

Client Site				Date of Report
Site Address				Time of Observation

The following condition was noted and is brought to your attention for information or corrective action as appropriate:

Location

Condition Observed

Reported By:	
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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.

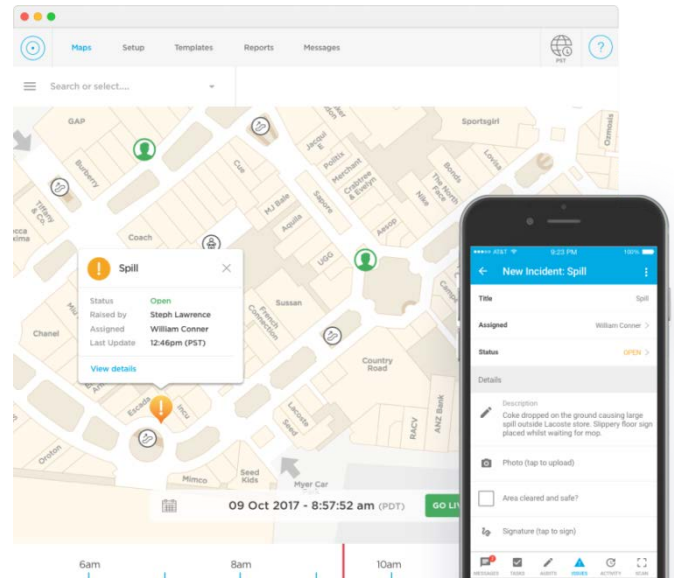
Intelligent location and communication tools empower our distributed field teams and give you peace of mind. Continuous tracking through GPS, QR codes, near-field communication (NFC), and Bluetooth beacons ensure guards are where they're supposed to be. GuardTek provides clients with proof of work to increase satisfaction. The guard tour function works by including timestamps with the scan points, and we usually require guards to use the application to take a photo as well. This ensures that our security guards are properly doing their tour during their scheduled shift. It is much more difficult, if not impossible, to cheat the system when guards are held accountable with the full functionality of the system. GuardTek allows PS management and clients to see where and when guards are active and what is getting done, in real-time. The digital guard tour system provides every tour with:

- Custom tour sequences
- Step-by-step post instructions
- Live tour updates
- GPS mapping/checkpoint verification
- Optional photo and/or written note reporting requirements for increased accountability
- Instant notifications on checkpoint scanning

Clients have access to a web portal where they can review all guard tours at their convenience, or even set up notifications to receive tour reports immediately or at regularly scheduled intervals. You can even use the web portal to view live tour updates in realtime.

GuardTek also supports daily activity reports, incident reports, and other customizable reports as needed. Officers complete these reports on the app, which are stored online and available 24/7 for the client to review as well. Reports include timestamps, photos, text notes, priority levels, and notification settings. This allows the reporting process to be easily consumable and convenient for the client.

We have included screenshots from the end-user's perspective to demonstrate the system functionalities available to the LADWP. Please note that the entire guard tour is not presented here (there are several more checkpoints with photos), but just enough to give you an understanding of how the report appears on screen.



Tour :



TELECARE CORPORATION





TELECARE PATROL TOUR

Location: TELECARE CORPORATION		Officer: Arrend voelker	
Device: Telecare Corp Site Phone (2d8da7bf8021cd05)			
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 ended normally			
Are Missing Tags Justified? No			
Reason for Missing Tags:			
Comment for Missing Tags:			



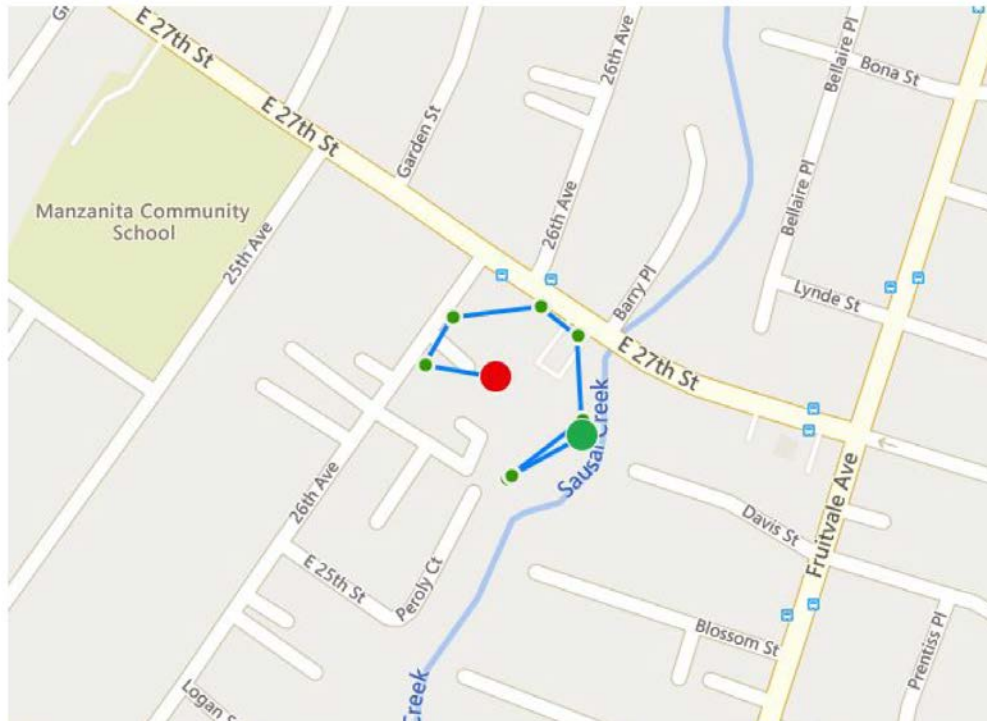
Tour details

Tag Name	Tag S/N	Order Read	Tag # in Tour	Time
----------	---------	------------	---------------	------

Tag Name	Tag S/N	Order Read	Tag # in Tour	Time	
Employee LL Entrance	FC4978515B27706	1	3	5:57 PM	 <p>37° 47' 25.90" N, 122° 13' 19.13" W</p> 
Rear Gates	FC49785151FBA53	2	10	6:02 PM	 <p>37° 47' 25.12" N, 122° 13' 20.92" W</p> 

Tag Name	Tag S/N	Order Read	Tag # in Tour	Time	
Main Bldg.	FC4978515236397	6	8	6:08 PM	 <p>37° 47' 26.21" N, 122° 13' 19.17" W</p> 
Main Parking Lot	FC49785156E43E0	7	4	6:10 PM	 <p>37° 47' 27.91" N, 122° 13' 19.26" W</p> 

Tour details



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. FINANCIAL RESOURCES

Three Most Current Financial Statements (Confidential)

INTENTIONALLY OMITTED

FINANCIAL STATEMENTS

PAGES 58 - 64

9. LICENSES AND CERTIFICATIONS

PPO License



PATROL SOLUTIONS

LICENSE NUMBER: [119966](#) **LICENSE TYPE:** PRIVATE PATROL OPERATOR

LICENSE STATUS: CURRENT **EXPIRATION DATE:** FEBRUARY 28, 2023

SECONDARY STATUS: ADMINISTRATIVE FINE

CITY: FOLSOM **STATE:** CALIFORNIA **COUNTY:** SACRAMENTO **ZIP:** 95630

10. INSURANCE

FORM PW-13

ARMED AND UNARMED SECURITY SERVICES FOR PUBLIC WORKS HEADQUARTERS
COMPLEX (BRC0000344)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

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.

11. RECORD KEEPING

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
ARMED AND UNARMED SECURITY SERVICES FOR PUBLIC WORKS HEADQUARTERS COMPLEX
(BRC0000344)

INSTRUCTIONS	
<p>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.</p> <p>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.</p> <p>ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.</p> <p>IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.</p>	
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1. We use Trackforce Valiant to track employee hours actually worked.</p> <p>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.</p> <p>1.3. Employees' shifts begin when they arrive at their work location at the designated start time. They clock in when their shift begins.</p>
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>2. 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.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).</u></p>	<p>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.</p> <p>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.</p> <p>3.3. The records are maintained daily and in real time.</p> <p>3.4. The account manager and/or office staff create these records using Trackforce Valiant.</p> <p>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.</p> <p>3.6. The records are stored in the Trackforce Valiant system.</p> <p>3.7. Yes, they are used as a source document for payroll.</p> <p>3.8. We have attached sample payroll detail report. The employee and client names have been redacted.</p>

CALIFORNIA

Payroll Detail Report By Location

End Date: 10/31/2022

Start Date: 10/1/2022

Customer: 1172-000

Location: 001

Date	Time	Des	Employee Number	Employee	Department	Hours	Rate	Post	Blended	Overtime 1	Overtime 2	Holiday	Other/Exempt	Differential
										Hours	Rate	Hours	Rate	Time
10/01/2022	13:15-21:15	EMP	2895		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/02/2022	13:15-21:15	EMP	2895		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/03/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/04/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/05/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/06/2022	13:15-21:15	EMP	2131		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/07/2022	13:15-21:15	EMP	2131		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/08/2022	13:15-21:15	EMP	2895		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/09/2022	13:15-21:15	EMP	2895		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/10/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/11/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/12/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/13/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/14/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/15/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/16/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/17/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/18/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/19/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/20/2022	13:15-21:15	EMP	2131		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/21/2022	13:15-21:15	EMP	2131		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/22/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/23/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/24/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/25/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/26/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/27/2022	13:15-21:15	EMP	2131		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/28/2022	13:15-21:15	EMP	2131		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/29/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/30/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
10/31/2022	13:15-21:15	EMP	8122		GREATER EAST BAY AR	8.00	\$17.00	\$17.00	17.0000					
Subtotal						Hours			248.00					TOTAL
						Amount			\$4,216.00					\$4,216.00
Subtotal						Hours			248.00					TOTAL
						Amount			\$4,216.00					\$4,216.00
Subtotal						Hours			248.00					TOTAL
						Amount			\$4,216.00					\$4,216.00
Grand Total						Hours			248.00					TOTAL
						Amount			\$4,216.00					\$4,216.00

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>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.</p> <p>4.2. The account manager prepares and checks the source document.</p> <p>4.3. The employees sign their physical paper timesheets.</p> <p>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.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1. 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.</p> <p>5.2. We save the physical timesheets that employees sign.</p> <p>5.3. The account manager prepares, reviews, and approves this documentation.</p>

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

4 of 6

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

VOUCHER DATE
11 / 22 / 22

VOUCHER NO.
10688

DEPOSIT

THIS IS NOT A CHECK

Redacted

Deposit Amount Description
\$1,202.38 Checking

221118134330 000164000140000003

VOUCHER - NON NEGOTIABLE

Employee ID#	Employee Name		Voucher No.		Company Name & Address		(916) 919-6079			
	Redacted		10688		PATROL SOLUTIONS LLC.					
Co #	Div #	Dept#	Check#	Soc. Sec. #						
PAT595	CA	DEFAULT								
Period Start	Period Ending	Check Date	FW=	\$ 0						
11 / 1 / 22	11 / 15 / 22	11 / 22 / 22	ST=	\$ 1						
EARNINGS		\$1,456.00	TAXES		\$253.62	DEDUCTIONS		\$0.00	NET PAY	\$1,202.38
DESCRIPTION	HOURS	RATE	AMOUNT	YTD DESCRIPTION	AMOUNT	YTD DESCRIPTION	AMOUNT	YTD		
REGULAR	56.00	26.000	\$1,456.00	\$1,456.00 SSEC	\$90.27	\$90.27				
				MEDI	\$21.11	\$21.11				
				FWT	\$101.41	\$101.41				
				SWTCA	\$24.81	\$24.81				
				EESDICA	\$16.02	\$16.02				
REG HRS	56.00	OT HRS	0.00	BLEND OT HRS	0.00	WEIGHTED AVERAGE OT RATE		\$0.000		

CUSTOMER	LOCATION	DATE	TOUR	REGULAR	Hours		HOLIDAY	REGULAR	Rate		HOLIDAY
					O.T.				O.T.		
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

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>Patrol Solutions uses an automated payroll system.</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1. 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.</p> <p>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.</p> <p>8.3. The calculation itself is embedded in the software program. However, the manager needs to input the proper data.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1. Travel time is paid at the the same rate as the employee's wage, plus the required California mileage stipend.</p> <p>9.2. The employee is paid at the rate of the first job that the employee is leaving.</p> <p>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.</p> <p>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).</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1. 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.</p> <p>10.2. Whatever site the employee is working at when they accrue the overtime is the overtime rate they will earn.</p>

12. FORMS LIST

Declaration for Armed and Unarmed Security Services for Public Works Headquarters Complex (BRC0000344)

**DECLARATION FOR
ARMED AND UNARMED SECURITY SERVICES FOR PUBLIC WORKS HEADQUARTERS
COMPLEX (BRC0000344)**

DECLARATION: 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: <i>Carl Cunningham</i>	DATE: 11/04/2022

P:\aepub\Service Contracts\CONTRACT\CONTRACTING FORMS\RFPI04 01a Declaration Form 8-3-22.docx

PW-1: Proposer's Organization Questionnaire/Affidavit**FORM PW-1****PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

PROPOSER NAME: Patrol Solutions		COUNTY WEBVEN NUMBER: 199883
ADDRESS: 14241 Firestone Blvd., Suite 400 La Mirada, CA 90638		
TELEPHONE NUMBER: 310-490-9804		E-MAIL: carlcunningham@patrolsolutions.com
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: 814243449		CALIFORNIA BUSINESS LICENSE NUMBER:

1	Select the option that best defines your firm's business structure: <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): Patrol Solutions, LLC State of Incorporation: California Year of Incorporation: 2016 If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: If other: Specify business structure name:
	Is your firm doing business under one or more DBA's? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name: _____ Country of Registration: _____ Year became DBA: _____
	Is your firm wholly/majority owned by, or a subsidiary of another firm? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____ State of Incorporation or registration of parent firm: _____
	Has your firm done business under other names within last five (5) years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, indicate any other names and the year of name change. Name(s): _____ _____ Year(s) of Name Change: _____ _____

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	NONE <hr/> <hr/> <hr/>
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please provide additional information regarding the pending merger. <hr/> <hr/> <hr/> <hr/> <hr/>
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: <u>Klinton Kehoe</u> Title: <u>CEO</u> Phone: <u>916-757-3451</u> Email: <u>klintonkehoe@patrolsolutions.com</u> Name: <u>Carl Cunningham</u> Title: <u>General Manager</u> Phone: <u>415-760-8116</u> Email: <u>carlcunningham@patrolsolutions.com</u> Name: _____ Title: _____ Phone: _____ Email: _____

PW-2.1-2.5: Schedule of Prices

FORM PW-2.1
(Initial Year)

**SCHEDULE OF PRICES FOR
ARMED AND UNARMED SECURITY SERVICES FOR
THE PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)**

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

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc., except that vehicle mileage other than travel to and from the work site incurred in the performance of the contract and approved by the County Contract Manager will be reimbursed at the County's then current employee permittee mileage rate. Should employees' personal vehicles be used for performance of the contract, mileage fees paid to the contractor shall be reimbursed by the contractor to the employee.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1-2.5, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. When an armed security officer is replaced by an unarmed security officer, at the discretion of the Contract Manager, the hourly rate listed for item 6 below, will be the applicable rate.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED HOURS	ANNUAL PRICE (HOURLY RATE X ESTIMATED HOURS)
1.	Security Officer (Armed)	\$ 34.79	1,970 Hours	\$ 68,544.53 \$68,536.30
2.	Security Officer (Unarmed)	\$ 34.34	25,470 Hours	\$ 874,336.52 \$874,639.80
3.	Sergeant (Unarmed)	\$ 37.05	2,920 Hours	\$ 108,185.86 \$108,186.00
4.	Lieutenant (Unarmed)	\$ 41.10	5,840 Hours	\$ 240,043.05 \$240,024.00
5.	Security Director (Unarmed)	\$ 47.12	1,970 Hours	\$ 92,823.75 \$92,826.40
6.	Security Officer (Armed) ON-CALL/AS-NEEDED	\$ 35.84	7,800 Hours	\$ 279,550.39 \$279,552.00
TOTAL ANNUAL PROPOSED PRICE				\$ 1,663,884.10 \$1,663,764.50

1 of 5

Note: Minor calculation errors were corrected in accordance with Part I, Section 3.L, Proposal Prices and Agreement of Figures.

Reviewed by: Victoria A. Frausto

Reviewed by: Benjamin Sandoval

FORM PW-2.1
(Option Year 1)

**SCHEDULE OF PRICES FOR
 ARMED AND UNARMED SECURITY SERVICES FOR
 THE PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)**

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

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc., except that vehicle mileage other than travel to and from the work site incurred in the performance of the contract and approved by the County Contract Manager will be reimbursed at the County's then current employee permittee mileage rate. Should employees' personal vehicles be used for performance of the contract, mileage fees paid to the contractor shall be reimbursed by the contractor to the employee.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1-2.5, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. When an armed security officer is replaced by an unarmed security officer, at the discretion of the Contract Manager, the hourly rate listed for item 6 below, will be the applicable rate.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED HOURS	ANNUAL PRICE (HOURLY RATE X ESTIMATED HOURS)	
1.	Security Officer (Armed)	\$ 35.84	1,970 Hours	\$ 70,600.87	\$70,604.80
2.	Security Officer (Unarmed)	\$ 35.37	25,470 Hours	\$ 900,772.61	\$900,873.90
3.	Sergeant (Unarmed)	\$ 38.16	2,920 Hours	\$ 111,431.43	\$111,427.20
4.	Lieutenant (Unarmed)	\$ 42.34	5,840 Hours	\$ 247,244.35	\$247,265.60
5.	Security Director (Unarmed)	\$ 48.53	1,970 Hours	\$ 95,608.47	\$95,604.10
6.	Security Officer (Armed) ON-CALL/AS-NEEDED	\$ 36.91	7,800 Hours	\$ 287,936.90	\$287,898.00
TOTAL ANNUAL PROPOSED PRICE				\$ 1,713,894.62	\$1,713,673.60

**FORM PW-2.1
(Option Year 2)**

**SCHEDULE OF PRICES FOR
ARMED AND UNARMED SECURITY SERVICES FOR
THE PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)**

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

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc., except that vehicle mileage other than travel to and from the work site incurred in the performance of the contract and approved by the County Contract Manager will be reimbursed at the County's then current employee permittee mileage rate. Should employees' personal vehicles be used for performance of the contract, mileage fees paid to the contractor shall be reimbursed by the contractor to the employee.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1-2.5, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. When an armed security officer is replaced by an unarmed security officer, at the discretion of the Contract Manager, the hourly rate listed for item 6 below, will be the applicable rate.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED HOURS	ANNUAL PRICE (HOURLY RATE X ESTIMATED HOURS)	
1.	Security Officer (Armed)	\$ 36.91	1,970 Hours	\$ 72,718.89	\$72,712.70
2.	Security Officer (Unarmed)	\$ 36.43	25,470 Hours	\$ 927,785.79	\$927,872.10
3.	Sergeant (Unarmed)	\$ 39.31	2,920 Hours	\$ 114,774.38	\$114,785.20
4.	Lieutenant (Unarmed)	\$ 43.61	5,840 Hours	\$ 254,661.68	\$254,682.40
5.	Security Director (Unarmed)	\$ 49.99	1,970 Hours	\$ 98,476.72	\$98,480.30
6.	Security Officer (Armed) ON-CALL/AS-NEEDED	\$ 38.02	7,800 Hours	\$ 296,575.01	\$296,556.00
TOTAL ANNUAL PROPOSED PRICE				\$ 1,765,002.46	\$1,765,088.70

**FORM PW-2.1
(Option Year 3)**

**SCHEDULE OF PRICES FOR
ARMED AND UNARMED SECURITY SERVICES FOR
THE PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)**

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

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc., except that vehicle mileage other than travel to and from the work site incurred in the performance of the contract and approved by the County Contract Manager will be reimbursed at the County's then current employee permittee mileage rate. Should employees' personal vehicles be used for performance of the contract, mileage fees paid to the contractor shall be reimbursed by the contractor to the employee.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1-2.5, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. When an armed security officer is replaced by an unarmed security officer, at the discretion of the Contract Manager, the hourly rate listed for item 6 below, will be the applicable rate.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED HOURS	ANNUAL PRICE (HOURLY RATE X ESTIMATED HOURS)	
1.	Security Officer (Armed)	\$ 38.02	1,970 Hours	\$ 74,900.46	\$74,899.40
2.	Security Officer (Unarmed)	\$ 37.52	25,470 Hours	\$ 955,629.66	\$955,634.40
3.	Sergeant (Unarmed)	\$ 40.49	2,920 Hours	\$ 118,217.61	\$118,230.80
4.	Lieutenant (Unarmed)	\$ 44.91	5,840 Hours	\$ 262,301.53	\$262,274.40
5.	Security Director (Unarmed)	\$ 51.49	1,970 Hours	\$ 101,431.02	\$101,435.30
6.	Security Officer (Armed) ON-CALL/AS-NEEDED	\$ 39.16	7,800 Hours	\$ 305,472.26	\$305,448.00
TOTAL ANNUAL PROPOSED PRICE				\$ 1,817,952.53	\$1,817,922.30

FORM PW-2.5

**SUMMARY SHEET OF SCHEDULE OF PRICES FOR
ARMED AND UNARMED SECURITY SERVICES FOR
THE PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)**

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

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc., except that vehicle mileage other than travel to and from the work site incurred in the performance of the contract and approved by the County Contract Manager will be reimbursed at the County's then current employee permittee mileage rate. Should employees' personal vehicles be used for performance of the contract, mileage fees paid to the contractor shall be reimbursed by the contractor to the employee.

Contractor shall bill at the hourly rates shown on the Forms PW-2.1-2.5, for the level of security services requested by the Contract Manager. The Contract Manager may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. When an armed security officer is replaced by an unarmed security officer, at the discretion of the Contract Manager, the hourly rate listed for item 6 below, will be the applicable rate.

ITEM	TERMS	ANNUAL PRICE	
1	ARMED AND UNARMED SECURITY SERVICES FOR THE PUBLIC WORKS HEADQUARTERS COMPLEX (Initial Term)	\$ 1,663,684 10	\$1,663,764.50
2	ARMED AND UNARMED SECURITY SERVICES FOR THE PUBLIC WORKS HEADQUARTERS COMPLEX (Option Year 1)	\$1,713,594 62	\$1,713,673.60
3	ARMED AND UNARMED SECURITY SERVICES FOR THE PUBLIC WORKS HEADQUARTERS COMPLEX (Option Year 2)	\$ 1,768,002 46	\$1,765,088.70
4	ARMED AND UNARMED SECURITY SERVICES FOR THE PUBLIC WORKS HEADQUARTERS COMPLEX (Option Year 3)	\$ 1,817,952 53	\$1,817,922.30
TOTAL PRICE FOR YEARS 1 THROUGH 4		\$ 6,960,233 71	\$6,960,449.10
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 + 4 YEARS)		\$ 1,740,058 43	\$1,740,112.28

LEGAL NAME OF PROPOSER Patrol Solutions, LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Carl Cunningham</i>		
TITLE OF AUTHORIZED PERSON General Manager		
DATE 11/04/22	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) 119966	LICENSE TYPE (IF APPLICABLE) PPO
PROPOSER'S ADDRESS: 14241 Firestone Blvd., Suite 400 La Mirada, CA 90638		
PHONE 415-760-8116	FACSIMILE	E-MAIL carlcunningham@patrolsolutions.com

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	<u>LACC 2.180</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<u>LACC 2.160</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<u>Motion</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<u>Board Policy 5.250</u>	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) _____	<u>Board Policy 5.065</u>	<p>Check the Certification below that is applicable to your company.</p> <p><input checked="" type="checkbox"/> 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.</p> <p>OR</p> <p><input type="checkbox"/> 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.</p>
6	Attestation of Willingness to Consider Gain/Grow Participants	<u>Board Policy 5.050</u>	<p>Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Willing to provide GAIN/GROW participants access to employee mentoring program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available</p>
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<u>LACC 2.203</u>	<p>Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, identify exemption:</p> <p><input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.</p>
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<u>LACC 2.206</u>	<p>Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, identify exemption: _____</p>

PW-4: Contractor's Industrial Safety Record**FORM PW-4****CONTRACTOR'S INDUSTRIAL SAFETY RECORD**PROPOSED CONTRACT FOR: County of Los Angeles Department of Public Works Headquarters ComplexSERVICE BY PROPOSER: Armed and Unarmed Security ServicesPROPOSAL DATE: Due 11/29/2022

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

	2017	2018	2019	2020	2021	Total	Current Year to Date
1. Number of contracts.	14	23	28	34	37	136	42
2. Total dollar amount of Contracts (in thousands of dollars).	307,907.13	425,912.29	731,974.71	2,724,276.77	7,554,276.67	11,744,347.57	8,287,073.01
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	1	4	5	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	3	12	15	7

PW-5: Request for Preference Consideration**FORM PW-5****REQUEST FOR PREFERENCE CONSIDERATION**

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.

☐ PREFERENCE NOT REQUESTED
OR

<input checked="" type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)		
Preference Program		Reference
<input checked="" type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input checked="" type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input checked="" type="checkbox"/> Certification for Federally Funded County Solicitations	LACC 2.204
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	LACC 2.205
<input type="checkbox"/>	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.

We have submitted our request for certification to the Office of Small Business and are still awaiting them to process our request. We will provide the certificate as soon as we are able.



Confirmation of Submission

Thank you for submitting your request for certification with the County of Los Angeles Department of Consumer and Business Affairs.

You will be contacted by a small business counselor regarding your certification status. Please note that it may take up to 30 days to process your application and applications are processed in the order in which they are received.

If you have any questions regarding the certification process please contact the Office of Small Business at 323-881-3964.

Reference Certification Number(s):

- Local Small Business Enterprise - 093178

Back to Certification List



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PW-6: Proposer's Reference List**FORM PW-6****PROPOSER'S REFERENCE LIST****PROPOSER NAME:** Patrol Solutions**PROPOSED CONTRACT FOR:** Armed and Unarmed Security Services for the Public Works Headquarters Complex
(BRC0000344)

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:	
FAX:		FAX:	
E-MAIL:		E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Security	SERVICE DATES: 09/2020 to present	SERVICE: Security	SERVICE DATES: 01/2021 to present
AGENCY/ FIRM: Arts District of Los Angeles Business Improvement District		AGENCY/ FIRM: Contra Costa Water District	
ADDRESS: 1801 E. 7th St. Los Angeles, CA 90021		ADDRESS: 1331 Concord Ave. Concord, CA 94520	
CONTACT: Miguel Vargas, Executive Director		CONTACT: Tracie Keith, Facilities Maintenance Administrator	
TELEPHONE: 213-880-1332		TELEPHONE: 925-688-8146	
FAX:		FAX:	
E-MAIL: miguel@artsdistrictla.org		E-MAIL: tkeith@ccwater.com	

SERVICE: Security	SERVICE DATES: 06/2020 to present	SERVICE: Security	SERVICE DATES: 04/2020 to present
AGENCY/ FIRM: City of San Francisco Human Services Agency		AGENCY/ FIRM: Logix Federal Credit Union	
ADDRESS: 1440 Harrison St. San Francisco, CA 94103		ADDRESS: P.O. Box 6759 Burbank, CA 91510	
CONTACT: Joseph Villatoro, Security Liaison Officer		CONTACT: Tyson Humpherys, Safety Manager	
TELEPHONE: 415-850-6341		TELEPHONE: 818-565-2155	
FAX:		FAX:	
E-MAIL: joseph.villatoro@sfgov.org		E-MAIL: thumpherys@lfcu.com	

PW-7: Equal Employment Opportunity Certification**FORM PW-7****PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Proposer's Name	Patrol Solutions
Address	14241 Firestone Blvd., Suite 400 La Mirada, CA 90638
Internal Revenue Service Employer Identification Number	814243449

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

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

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		<input checked="" type="checkbox"/>
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		<input checked="" type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

PW-10: Community Business Enterprise (CBE) Information

Instructions for Completing Form PW-10

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

Section 1: FIRM/ORGANIZATION INFORMATION	
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, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

FORM PW-10

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE			
1 FIRM/ORGANIZATION INFORMATION	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 California:	140			
Total Number of Employees (including owners):	140			
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:				
Race/Ethnic Composition	Owners/Partners/Associate Partners	Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female
Black/African American			%	%
Hispanic/Latino			%	%
Asian or Pacific Islander			%	%
American Indian			%	%
Filipino			%	%
White	2		100	%

TITLE	REFERENCE			
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED BUSINESS ENTERPRISE BY A PUBLIC AGENCY, complete the following.	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.			
	<div><input checked="" type="checkbox"/> Check if not applicable</div>			
Agency Name	Minority	Disadvantaged	Disabled Veteran	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)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

PW-13: Proposer's Insurance Compliance and Affirmation

FORM PW-13

**ARMED AND UNARMED SECURITY SERVICES FOR PUBLIC WORKS HEADQUARTERS
COMPLEX (BRC0000344)****PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

Patrol Solutions

Proposer's Name

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

Address

- ☒ If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

PW-14: COVID-19 Vaccination Certification of Compliance

INTENTIONALLY OMITTED

PW-15: Statement of Equipment Form

FORM PW-15

STATEMENT OF EQUIPMENT FORM
FOR
ARMED AND UNARMED SECURITY SERVICES FOR PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)

PROPOSER'S NAME: Patrol Solutions
ADDRESS: 14241 Firestone Blvd., Suite 400 | La Mirada, CA 90638
TELEPHONE: 310-490-9804

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE
Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION	
								DEDICATED	PRIMARY BACKUP
Post Orders									
Radio Holder	Specific details	for all items	TBD at the start of the contract.						
Flashlights									
Bullhorn (Megaphone)									
Digital Camera									
Director Cellphone									
Water Cooler									
Emergency Plans									
Rain Gear									
First Aid Kit									
Club Car Key (Golfcart)									
Emergency Vest									
Key Rings									
COVID Protective Masks									
Latex Gloves									

PW-16: Compliance with the Minimum Mandatory Requirements**FORM PW-16****ARMED AND UNARMED SECURITY SERVICES FOR
THE PUBLIC WORKS HEADQUARTERS COMPLEX (BRC0000344)****COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS**

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

Proposer must check a box under each section. Failure to check any boxes or provide required responsive information may result in the disqualification of your proposal as non-responsive.

At the time of proposal submission, Proposer must meet the following minimum mandatory requirements:

- Proposer and its managing employee must have a minimum of five years of experience providing security services to private and public institutions performing the type of services solicited.

- ☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

Name of Proposer and Managing Employee	Dates of Experience (Mo/Yrs to Mo/Yrs)	Description of Services/Experience	Page No.*
Patrol Solutions	2010 to present	Founded in 2010 and providing security services ever since, continuously	5, 6 8
Klinton Kehoe, CEO	2009 to present		

(Please attach additional pages if needed.)

*List the page number(s) in the proposal containing the proposer or its managing employee(s) resume/experience.

FORM PW-16

- ☐ No. Proposer and their managing employee(s) does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

2. Proposer must have, at the time of proposal submission, a valid and active California-issued private patrol operator license to perform the requested services.

- ☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.9, Licenses and Certifications, please attach a copy of the license in your proposal to validate this minimum mandatory requirement).

Name	License #	Active Date	Expiration Date
Patrol Solutions	119966	02/10/2017	02/28/2023

- ☐ No. Proposer does not have the permit as stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

3. Proposer must submit a Bid Guaranty of 10 percent of the proposed annual price with the proposal, as outlined in Part I, Section 2, A.14, Bid Guaranty.

- ☒ Yes. Proposer's submitted a Bid Guaranty in accordance with the RFP. (In addition to responding to this form, as specified in Part I, Section 2.A.14, Bid Guaranty, please attach the Bid Guaranty to your proposal to support this minimum mandatory requirement).

- ☐ No. Proposer did not submit a Bid Guaranty as outlined in Part I, Section 2.A.14 and therefore does not meet the Bid Guaranty requirement stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

4. If awarded this contract, the Proposer must have the ability to provide a faithful performance bond in the sum of not less than 50 percent of the annual contract price as specified in Part II, Sample Agreement.

- ☒ Yes. If awarded this contract, the Proposer does have the ability to provide a faithful performance bond in the sum of not less than 50 percent of the annual contract price as specified in Part II, Sample Agreement.

- ☐ No. Proposer does not have the ability to provide a faithful performance bond in the sum of not less than 50 percent of the annual contract price as specified in Part II, Sample Agreement. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

FORM PW-16

5. **The use of subcontractors is prohibited for this service.** Please disregard all references to subcontractors in this RFP.



Proposer acknowledges that subcontractors are prohibited for this service as stated above.

By not checking this box, the proposal will be immediately disqualified as nonresponsive.

Proposer declares 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.

Bidder's Name: Patrol Solutions	
Address: 14241 Firestone Blvd., Suite 400 La Mirada, CA 90638	
Authorized representative: Carl Cunningham, General Manager	
Signature: <i>Carl Cunningham</i>	Date: 10/31/2022

13. LIVING WAGE ORDINANCE

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

14. BID GUARANTY

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

15. 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 Headquarters Complex.

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

The Patrol Solutions Team

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ARMED AND UNARMED SECURITY SERVICES FOR PUBLIC WORKS HEADQUARTERS COMPLEX**

SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below)*only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
Patrol Solutions, LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

NON-SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below)*only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
Absolute Security Intl Corp	N/A	N/A	X	X	X	N/A	N/A	N/A
Securitas Security Services USA, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Information provided by proposer in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ARMED AND UNARMED SECURITY SERVICES FOR PUBLIC WORKS HEADQUARTERS COMPLEX**

FIRM INFORMATION*		Patrol Solutions, LLC	Absolute Security Intl Corp	Securitas Security USA, Inc.
BUSINESS STRUCTURE		Corporation	Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP		
OWNERS/PARTNERS	Black/African American			9/5.36%
	Hispanic/Latino			14/8.33%
	Asian or Pacific Islander		1/100%	4/2.38%
	Native American			
	Subcontinent Asian			
	White	2/100%		141/83.93%
	TOTAL	2/100%	1/100%	168/100%
	<i>Female (included above)</i>	N/A	1/100%	27/19.15%
COUNTY CERTIFICATION				
CBE		N/A	Y	N/A
LSBE		N/A	N/A	N/A
OTHER CERTIFYING AGENCY		N/A	N/A	N/A

*Information provided by proposer in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



[Home \(/LACoBids/\)](#)

+ Solicitation Information

Solicitation Number:	BRC0000344		
Title:	Armed and Unarmed Security Services for Public Works Headquarters (HQ) Complex		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$1,800,000.00
Commodity:	GUARD AND SECURITY SERVICES (INCLUDING TRAFFIC CONTROL)		

Description:

PLEASE TAKE NOTICE that Public Works requests proposals for the Armed and Unarmed Security Services for the Public Works Headquarters (HQ) Complex (BRC0000344) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of this service is estimated to be \$1,800,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Victoria Frausto at (626) 300-2652 or vfrausto@pw.lacounty.gov or Mr. Jairo Flores at (626) 458-4069 or jflores@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://pw.lacounty.gov/brcd/servicecontracts>.

Important instruction regarding this solicitation:

PLEASE NOTE: This is a Proposition A solicitation, as such, the County's Living Wage Ordinance is applicable to the resultant contract. Contractors shall pay wages at rates in compliance with the Living Wage Ordinance. Please review and familiarize yourself with the Living Wage Ordinance requirements as provided in:

- Part I, Section 1, Item L, Living Wage Program
- Form LW-1, Living Wage Program
- Power Point slides available electronically at the website listed above

"Do Business with Public Works" Website Registration

All interested proposers for this RFP are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise




The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum mandatory requirements set forth in the RFP documents including, but not limited to:

1. Proposer and its managing employee must have a minimum of 5 years of experience providing security services to private and public institutions performing the type of services solicited.
2. Proposer must have, at the time of proposal submission, a valid and active California-issued private patrol operator license to perform the requested services.
3. Proposer must submit a Bid Guaranty of 10 percent of the proposed annual price with the proposal, as specified in Part I, Section 2, A.14, Bid Guaranty.
4. If awarded a contract, proposer must annually provide a faithful performance bond in the sum of not less than 50 percent of the annual contract price, as specified in Part II, Sample Agreement.
5. The use of subcontractors is prohibited for this service. Please disregard all references to subcontractors in this RFP.

There are no mandatory conference and walk-through requirements for this solicitation. The deadline to submit written questions for a response is Tuesday, October 25, 2022, at 5:30 p.m. The deadline to submit proposals is Wednesday, November 9, 2022, at 5:30 p.m. Please direct your questions to Ms. Victoria Frausto or Mr. Jairo Flores.

Less

Open Day:	10/13/2022	Closed Date:	12/13/2022 5:30:00 PM
Contact Name:	Victoria Frausto	Contact Phone:	(626) 300-2652
Contact Email:	vfrausto@pw.lacounty.gov		
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