

MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone (828) 458-5100 http://dpw.lacounty.gov

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

> IN REPLY PLEASE REFER TO FILE

March 19, 2024

Dear Supervisors:

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

47 March 19, 2024

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

JEFF LEVINSON

SERVICES CONTRACT PUBLIC CONTRACTING & ASSET MANAGEMENT CORE SERVICE AREA AWARD OF SERVICES CONTRACTS SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS BUILDING AND SAFETY PERMIT OFFICES (ALL SUPERVISORIAL DISTRICTS)

(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award two services contracts to Patrol Solutions, LLC, for armed and unarmed security services at Public Works Central Yard and various Building and Safety Division permit office locations throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

2. Find that these services can be more economically performed by an independent contractor than by County employees.

3. Award and direct the Chair to execute two contracts to Patrol Solutions, LLC, for armed and unarmed security services. These contracts will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and maximum potential contracts' sums of \$4,229,557 for Group A, Central Yard, and \$3,189,600 for Group B, Building and Safety Permit Office locations.

4. Delegate authority to the Director of Public Works or his designee to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Patrol Solutions, LLC, has successfully performed during the previous contracts' periods and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.

5. Delegate authority to the Director of Public Works or his designee to annually increase the contracts' amounts up to an additional 10 percent of the annual contracts' sums, which are included in the maximum potential contracts' sums for unforeseen additional work within the scope of the contracts if required, and to adjust the annual contracts' sums for each option year over the terms of the contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award two services contracts to Patrol Solutions, LLC, to provide armed and unarmed security services at Public Works Operational Services Division Central Yard and various Building and Safety Division permit office locations throughout the County of Los Angeles.

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

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

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

Public Works Central Yard, Group A:

The sum for the initial term is \$883,079. The sum for the first option term is \$916,248. The sum for the second option term is \$950,565. The sum for the third and final option term is \$986,443. The sum for the month-to-month option to extend up to 6 months is \$493,222.

Building and Safety Permit Offices, Group B:

The sum for the initial term is \$666,777. The sum for the first option term is \$691,234. The sum for the second option term is \$716,785. The sum for the third and final option term is \$743,203. The sum for the month-to-month option to extend up to 6 months is \$371,601.

The maximum potential contracts' sums are \$4,229,557 for Group A and \$3,189,600 for Group B for the maximum contracts' periods of 54 months. The County may also authorize an extension of time to these contracts' maximum potential terms not to exceed 180 days with no additional funding. The total maximum potential contracts' sums include annual funding to provide necessary security services in the event of emergencies to safeguard County property and 10 percent of the annual contracts' sums for unforeseen additional work within the scope of the contracts.

Funding for these services is available in various Public Works' Fiscal Year 2023-24 Fund Budgets:

Funding for Group A, Public Works Central Yard, is included in the Internal Services Fund (B04 – Services and Supplies). Funding for Group B, Building and Safety Permit Offices, is included in the Public Works General Fund (A01 – Services and Supplies).

Any unused authorized amounts up to 25 percent from the previous contracts' terms will be applied to subsequent renewal terms. The total annual expenditures for these services will not exceed the maximum contracts' sums approved by the Board. Funds to finance the contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

The current contracts for these services have an expiration date of March 31, 2024; however, they will expire upon award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractor.

County Counsel has approved the recommended contracts, which have been executed by Patrol Solutions, LLC (Enclosures A.1 through A.2). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

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

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

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

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

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On April 26, 2023, a notice of the Request for Proposals 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, The Malibu Times, Long Beach Press-Telegram, and Pasadena Star News. Public Works also informed 1,439 Local Small Business Enterprises, 157 Disabled Veteran Business Enterprises, 162 Social Enterprises, 752 Community Business Enterprises, 105 independent contractors, various business development centers, and municipalities about this business opportunity.

On May 25, 2023, five proposals were received. All proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll record keeping, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the highest rated, responsive and responsible proposer, Patrol Solutions, LLC, located in Norwalk, California.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

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

Respectfully submitted,

M Potelli

MARK PESTRELLA, PE Director

MP:sk:ao

Enclosures

c: Chief Executive Office (Chia-Ann Yen) County Counsel Executive Office Internal Services Department (Contracts Division) March 19, 2024

SERVICES CONTRACT PUBLIC CONTRACTING & ASSET MANAGEMENT CORE SERVICE AREA AWARD OF SERVICES CONTRACTS SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS BUILDING AND SAFETY PERMIT OFFICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

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

2024.03.19 OSD-BSD Security (FTP Link Enc)

Agreement





LOS ANGELES COUNTY

BY AND BETWEEN

LOS ANGELES COUNTY

PUBLIC WORKS

AND

PATROL SOLUTIONS, LLC

FOR

SECURITY SERVICES FOR PUBLIC WORKS FIELD LOCATIONS GROUP A, CENTRAL YARD (BRC0000396)

TABLE OF CONTENTS

AGREEMENT FOR

SECURITY SERVICES FOR PUBLIC WORKS FIELD LOCATIONS GROUP A, CENTRAL YARD (BRC0000396)

			PAGE	
EXHIBIT A Scope of Work				
EXHIBIT A.1 Sch	edule	of Prices	1-5	
EXHIBIT A.2 Stat	ffing P	Plan and Cost Methodology	1-4	
EXHIBIT B Ser	vice C	ontract General Requirements		
Section 1	Inter	rpretation of Contract		
	Α.	Ambiguities or Discrepancies	B.1	
	В.	Definitions	B.1	
	C.	Headings	B.3	
Section 2	Star	ndard Terms and Conditions Pertaining to Contract Administration		
	Α.	Amendments	B.4	
	В.	Assignment and Delegation	B.4	
	C.	Authorization Warranty	B.5	
	D.	Budget Reduction	B.5	
	Ε.	Complaints	. B.6	
	F.	Compliance with Applicable Laws	B.6	
	G.	Compliance with Civil Rights Laws	B.7	
	Н.	Confidentiality	B.7	
	Ι.	Conflict of Interest	B.8	
	J.	Consideration of Hiring County Employees Targeted for Layoffs or		
		are on a County Re-employment List	B.8	
	K.	Consideration of Hiring GAIN and GROW Participants	B.9	
	L.	Contractor's Acknowledgment of County's Commitment to Child		
		Support Enforcement	B.9	
	M.	Contractor's Charitable Activities Compliance	. B.9	
	N.	Contractor's Warranty of Adherence to County's Child Support		
		Compliance Program	B.10	
	О.	County's Quality Assurance Plan	B.10	
	Ρ.	Damage to County Facilities, Buildings, or Grounds	. B.10	
	Q.	Employment Eligibility Verification	B.11	
	R.	Counterparts and Electronic Signatures and Representations	B.11	
	S.	Fair Labor Standards	. B.11	
	Τ.	Force Majeure		
	U.	Governing Laws, Jurisdiction, and Venue	B.12	
	V.	Most Favored Public Entity	B.12	
	W.	Nondiscrimination and Affirmative Action	B.13	
	Х.	Nonexclusivity		
	Υ.	No Payment for Services Provided Following Expiration/Suspensior		
		Termination of Contract	B.14	

	Ζ.	Notice of Delays	B.14
	AA.	Notice of Disputes	B.14
	BB.	Notice to Employees Regarding the Federal Earned Income Credit	B.15
	CC.	Notices	
	DD.	Publicity	B.15
	EE.	Public Records Act	B.16
	FF.	Record Retention and Inspection/Audit Settlement	B.16
	GG.	Recycled-Content Paper Products	
	HH.	Contractor's Employee Criminal Background Investigation	.B.18
	II.	Subcontracting	
	JJ.	Validity	B.20
	KK.	Waiver	B.20
	LL.	Warranty Against Contingent Fees	B.20
	MM.	Time Off for Voting	
	NN.	Local Small Business Enterprise Utilization	
	00.	Compliance with County's Zero Tolerance Human Trafficking Policy	
	PP.	Method of Payment and Required Information	
	QQ.	Compliance with Fair Chance Employment Hiring Practices	
	RR.	Compliance with the County Policy of Equity	
	SS.	Contractor Independence	
Section 3	Term	inations/Suspensions	
	Α.	Termination/Suspension for Breach of Warranty to Maintain	
		Compliance with County's Child Support Compliance Program	B.24
	В.	Termination/Suspension for Convenience	
	C.	Termination/Suspension for Default	
	D.	Termination/Suspension for Improper Consideration	
	E.	Termination/Suspension for Insolvency	
	F.	Termination/Suspension for Nonadherence to County Lobbyists	
		Ordinance	. B.27
	G.	Termination/Suspension for Nonappropriation of Funds	
Section 4	Gene	eral Conditions of Contract Work	
	Α.	Authority of Public Works and Inspection	B.28
	В.	Cooperation	
	C.	Cooperation and Collateral Work	
	D.	Equipment, Labor, Supervision, and Materials	
	E.	Gratuitous Work	
	F.	Jobsite Safety	. B.28
	G.	Labor	
	Н.	Labor Law Compliance	.B.29
	Ι.	Overtime	
	J.	Permits/Licenses	
	K.	Prohibition Against Use of Child Labor	
	L.	Public Convenience	
	M.	Public Safety	
	N.	Quality of Work	
	Ο.	Quantities of Work	

	P. Safety Requirements	B.30
	Q. Storage of Materials and Equipment	
	R. Transportation	
	S. Work Area Controls	.B.31
	T. CARD	.B.31
Section 5	Indemnification and Insurance Requirements	
	A. Independent Contractor Status	B.32
	B. Indemnification	B.32
	C. Workplace Safety Indemnification	B.32
	D. General Insurance Requirements	
	E. Compensation for County Costs	B.37
	F. Insurance Coverage Requirements	
Section 6	Contractor Responsibility and Debarment	
	A. Responsible Contractor	B.38
	B. Chapter 2.202 of the County Code	
	C. Nonresponsible Contractor	
	D. Contractor Hearing Board	
	E. Subcontractors of Contractor	
	F. Prohibition of Contract with Suspended, Debarred, Ineligible or	
	Excluded Contractor by Federal or State Government	B.40
Section 7	Compliance with County's Jury Service Program	
	A. Jury Service Program	B.41
	B. Written Employee Jury Service Policy	.B.41
Section 8	Safely Surrendered Baby Law Program	
	A. Contractor's Acknowledgment of County's Commitment to the Safely	
	Surrendered Baby Law	.B.43
	B. Notice to Employees Regarding the Safely Surrendered Baby Law.	B.43
Section 9	Compliance with County's Living Wage Program	
	A. Living Wage Program	.B.44
	B. Payment of Living Wage Rates	
	C. Contractor's Submittal of Certified Monitoring Reports	.B.45
	D. Contractor's Ongoing Obligation to Report Labor Law/Payroll	
	Violations and Claims	B.45
	E. County Auditing of Contractor Records	B.46
	F. Notifications to Employees	
	G. Enforcement and Remedies	.B.46
	H. Use of Full-Time Employees	B.48
	I. Contractor Retaliation Prohibited	B.48
	J. Contractor Standards	B.49
	K. Neutrality in Labor Relations	B.49
Section 10	Social Enterprise Preference Program	
Section 11	Local Small Business Enterprise (SBE) Preference Program	
Section 12	Disabled Veteran Business Enterprise Preference Program	
Section 13	County Defaulted Property Tax Reduction Program Compliance	
Section 14	Compliance with Employee Retention Policy	

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

P:brcdpub/Service Contracts/CONTRACT/Danny/FIELD SECURITY (OSD-BSD)/2023-S/5 AWARD/Contract Final/Group A/Draft/1-TOC.docx

AGREEMENT FOR

SECURITY SERVICES FOR PUBLIC WORKS FIELD LOCATIONS GROUP A, CENTRAL YARD

THIS AGREEMENT, made and entered into this <u>19th</u> day of <u>March</u>, 2024, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Patrol Solutions, LLC, a California Limited Liability Corporation, located at 13314 Mapledale Street, Norwalk, California (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

<u>WITNESSETH</u>

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on May 25, 2023, hereby agrees to provide services as described in this Contract for Security Services for Public Works Field Locations – Group A, Central Yard.

<u>SECOND</u>: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices (Forms PW-2.1A through PW-2.5A); Exhibit A.2, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G, Security Service Group Locations and Schedules; Exhibit H, Notice of Proposed Payment Adjustment; Exhibit I, Contract Discrepancy Report; Exhibit J, Equipment Inventory, Damage, and Loss Liability; Exhibit K, Statement of Loss County Security Equipment; Exhibit L, Bond for Faithful Performance; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Forms PW-2.1A through PW-2.5A. The sum for the initial annual term is \$802,799; the sum for the first optional annual term is \$833,025; the sum for the second optional annual term is \$864,150; the sum for the third and final optional annual term is \$896,766; and a month-to-month extension up to 6 months at the PW-2.4A rates for \$448,383, for a total not to exceed maximum potential contract sum of \$3,845,123 for the entire contract period if all optional terms are exercised or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms.

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

FIFTH: This Contract's initial term will be for a period of one year commencing upon Board approval. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for CONTRACTOR performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

<u>EIGHTH</u>: In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>NINTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum. <u>TENTH</u>: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

By_.

Supervisors

ATTEST:

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

Deputy

Deputy

Margaret Ambrose

Type/Print Name

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By_



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

ADOPTED BOARD OF SUPERVISORS

COUNTY OF LOS ANGELES

47 March 19, 2024

JEFF LEVINSON INTERIM EXECUTIVE OFFICER

PATROL SOLUTIONS, LLC

Its President

linton Ke Type/Print Name

By

Its Secretary

Type/Print Name

P:/brcdpub/Service Contracts/CONTRACT/Danny/FIELD SECURITY (OSD-BSD)/2023-S/5 AWARD/Board Letter/OSD-BSD Field Security - Encl. A.1 (Agreement).doc

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 Los Angeles }

On January 5, 2024 before me, Bert Matsuzaki, Notary Public (Here insert name and life of the officer)

personally appeared Klinton Kehoe

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s) are subscribed to the within instrument and acknowledged to me that (he)she/they executed the same in(is)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 INFORMAT	
DESCRIPTION OF THE ATTACHED DOCUMENT	This form if needed, other state
Agreement for Security Services	wording de
(Title or description of attached document)	State and
Enclosure A.1	signer(s)
(Title or description of attached document continued)	Date of r must also
Number of Pages _5 Document Date	 The nota commiss Print the notarizat
CAPACITY CLAIMED BY THE SIGNER	Indicate
Individual (s)	he she th informat
Corporate Officer	The nota Impression
(Title)	sufficient
□ Partner(s)	Signature the count
□ 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. Acknolwedgents 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.
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- 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.
- 2015 Version www.NotaryClasses.com 800-873-9865

SCOPE OF WORK

SECURITY SERVICES FOR PUBLIC WORKS FIELD LOCATIONS GROUP A, CENTRAL YARD (BRC0000396)

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

Public Works' Contract Manager (CM) for this service will be Mr. Gary Sanderson of our Operational Services Division for Group A, Central Yard. Mr. Sanderson may be contacted at (626) 458-1762, or <u>gsand@pw.lacounty.gov</u>, Monday through Thursday, 7 a.m. to 5 p.m. The CM may, at their sole discretion, designate additional Public Works Representatives (PWR) for their respective facilities/locations delegating them the authority to also request work under this Contract. The CM and/or PWRs are the only persons authorized by Public Works to request work from the Contractor. Public Works may change the CMs and/or PWRs at any time. The Contractor will be notified in writing in the event of a change in the CM and/or PWRs.

B. <u>Work Locations</u>

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

• Exhibit G: Group A – Central Yard Sites

Work locations and the number of hours may be increased or reduced during the Contract period at the discretion of the CM and/or PWR. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works facilities, County facilities, or job sites. Any such addition or reduction in work will be provided to the County upon request from the CM at an increase or decrease in cost in accordance with the rates quoted in Forms PW-2.1A through PW-2.4A, Schedule of Prices, for the appropriate Contract term.

C. <u>Requests of Work from the Contractor</u>

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

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included at the rates quoted by the Contractor in the applicable Form PW-2A, Schedule of Prices, for the Group Location, unless stated otherwise in the Contract. Contractor shall adhere to any changes made by the CM and/or PWR to service schedules and/or service type, as security service needs may vary, as noted in Exhibit G, Security

Services Group Locations and Schedules. The supervisory line items on Schedule of Prices, Forms PW-2.1A through 2.4A for Security Supervisor and Security Manager are reserve hours for on-call duty should additional work be required at a given post which calls for supervisory level detail. These items will be provided by the Contractor only upon request and sole discretion of Public Works. For example, the CM may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. Contractor shall bill at the hourly rates shown on the Form PW-2A, Schedule of Prices, for the level of security services requested by the CM.

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

- E. <u>Work Description</u>
 - 1. Basic Function
 - a. Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned locations; safeguard County property against fire, theft, vandalism, and illegal entry; observe and report activity pertinent to the security of the premises; document and log information and provide information to the CM and/or PWR; and provide information and other assistance.
 - b. Contractor shall provide a security vehicle for the performance of patrols as required by the Contract when requested and authorized by Public Works. Vehicle travel costs incurred in the performance of required patrols shall be reimbursed at the County's current employee permittee mileage rate upon approval from the CM and/or PWR, which will be provided to the Contractor upon request. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff personnel.
 - 2. Performance Standards
 - a. Security officers shall not eat, read, or use laptop computers, or any handheld personal audio or video electronics, or similar devices at any time while at their assigned posts.
 - b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.
 - c. Security officers shall be in appropriate uniform attire as outlined in this Exhibit A, Scope of Work, Section J.1, Contractor-Furnished

Items. Security officer uniforms shall include black shoes and badges at all times. Uniform hats are not required.

- d. Security officers shall not remove or borrow County materials or equipment, or items owned by employees of the County. This includes heaters, fans, radios, food in employee break room refrigerators, etc.
- e. Security officers shall not leave their assigned post until properly relieved.
- f. Security officers shall not use any County telephones for personal use. Any communication not related to the contracted services is prohibited. Only calls related to the contracted services, such as making or receiving calls to or from their supervisors or County representatives is permitted.
- g. Security officers shall always present a professional demeanor. Excessive socializing with the public or County employees during the security officer's working hours is discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable manner.
- i. Security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the CM and/or PWR.
- 3. Knowledge and Skills
 - a. Security officers shall be able to write and speak English, prepare clear and concise reports, and remember facts and details concerning specific situations.
 - b. Security officers shall have a good knowledge of self-defense and public restraint procedures.
 - c. Security officers shall be able to communicate effectively with individuals and the general public.
 - d. Security officers shall have good knowledge of their assigned post orders, including recognizing areas requiring enhanced vigilance or more frequent patrolling/surveillance.
 - e. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

- f. Security officers shall have at the ready, contact information for local law enforcement in the event of an emergency.
- 4. Attendance
 - a. Security officers shall be punctual and have regular attendance.
 - b. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall notify the on-site CM and/or PWR for the specific facility prior to the scheduled starting time.
 - c. In addition, Contractor shall provide a substitute within an hour of the scheduled time.
 - d. Security officer(s) shall not relieve the duties of their post for any amount of time before the end of their scheduled shift, without prior notification to, and permission from the CM and/or PWR.
- 5. Patrols (Vehicle and On-Foot)
 - a. Security officers shall conduct all vehicle and foot patrols as defined by the CM and/or PWR. Locations requiring vehicular patrols shall be conducted on routes as defined by the CM and/or PWR. Routes or points of emphasis along the designated routes may vary at the discretion of the CM and/or PWR. All patrols, vehicular or on foot, shall be varied in time, route, path, and frequency so as to avoid the development of predictable routine or pattern.
 - b. Security officers conducting vehicle patrols shall log daily tour reports complete with vehicle information, patrol start and end time, notes of any suspicious activity, and mileage incurred during the patrol. The County reserves the right to request odometer readings for any potential discrepancy in mileage reimbursement claims.
 - c. All duty officers shall have a functioning mobile phone and shall maintain it charged and operational, and on their person at all times with the number provided to the CM/PWR should they need to make any emergency calls. Additionally, each duty guard shall be equipped with a two-way radio on their person at all times in the event that cell service is out of range or inoperable for any reason. Any instance of the security officer's non-responsiveness during his/her scheduled patrol may constitute contractor nonperformance and incur penalties in accordance with this Exhibit A, Scope of Work, Section V, Liquidated Damages or Exhibit F, Performance Requirements Summary, at the discretion of the CM and/or PWR.
 - d. Where applicable, the Contractor shall provide real-time tracking using Global Positioning System (GPS) enabled location monitoring for all duty guards. Software to track security officer's location must

be web-based and accessible to the contract manager and any additional Public Works personnel requested. Tracking software shall maintain a minimum of 30 days of tracking data that can be retrieved through the software.

- 6. Reports and Logs
 - a. Security officers shall maintain daily security log sheets which shall be archived and made available each day to the CM and/or PWR, upon request. Logs may be requested to be submitted via email daily or weekly at the discretion of the CM or PWR for any given location.
 - b. Security daily log sheets shall include, but are not limited to, name of officer on-duty, times for the beginning and the end of the daily shift, times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.
 - c. Security officers shall log the description and plate number of vehicles that may be considered suspicious regardless if they do or do not have any apparent destination within the facilities; all off-hours activity shall be logged.
 - d. Security officers shall report immediately (to the facility's on-site Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Contract Manager, within 2 hours after the start of the next County workday, a detailed, narrative report of any incidents concerning the events outlined above.
- 7. Supervisor's Inspection
 - a. Should site inspection be requested by the CM/PWR, the Contractor shall provide sufficient supervisory staff on each shift to ensure that each post assignment may be inspected at least once each shift. Furthermore, to ensure protocols are being followed and/or to mitigate any issues, the Contractor or its designated representative may be required to meet with the facility's on-site Contract Manager.
 - b. The Contractor's supervisor shall attempt to resolve all routine questions concerning the post assignments. Where unresolved questions arise, the supervisor shall contact the CM and/or PWR for direction. In the event of an emergency, the supervisor <u>shall be</u> notified immediately by the security officer on-duty.

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

F. <u>Responsibilities of the Contractor</u>

- 1. Contractor shall not use any Subcontractor(s) in the performance of this Contract.
- 2. Contractor shall possess and maintain a valid and active California-issued private patrol operator license throughout the duration of the Contract.
- 3. Contractor shall have a minimum of 5 years of experience providing security services to private or public institutions performing the type of services detailed in this Exhibit A, Scope of Work.
- 4. Contractor's supervising employee shall have a minimum of 3 years of experience supervising security operations similar to those detailed in this Exhibit A, Scope of Work.
- 5. Contractor shall provide an annual performance bond in the amount not less than 50 percent of the total annual Contract term amount for all Contract terms including optional years, if exercised.
- 6. Contractor shall adhere to any requests for changes in service schedules and service type, as the needs of the County may vary. Contractor shall provide security officer(s) at the level and rate requested at the discretion of the CM and/or PWR.
- 7. Where applicable, Contractor shall ensure patrol rounds are made with the use of a Detex wand per frequency requested by the CM and/or PWR for each shift. In the event the wand is inoperable, tours shall be done manually, reported and logged.
- 8. Where applicable, Contractor shall ensure GPS tracking is operational and guards have provided real-time access to the CM/PWR or on-site designee

each shift. In the event the GPS tracking is inoperable, tours shall be done manually, reported and logged. Additionally, the hourly rate billed for shifts requiring GPS tracking will be billed at the rate for non-GPS enabled security officer until the GPS tracking is enabled and accessible.

- 9. General Responsibilities shall include the following:
 - a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.
 - b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall fluently speak and write the English language.
 - c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
 - d. Security officers shall be over the age of 18.
 - e. Security officers shall have a working knowledge of pertinent Penal Code Sections, i.e., powers of arrest, etc.
 - f. Security officers shall be registered and be certified by the State of California, Bureau of Security and Investigative Services (BSIS.) and shall fulfill any other State or local license requirements. Security officers shall possess:
 - 1) California Guard Registration Card
 - 2) Valid and active California Class "C" Driver's License
 - 3) Valid and active Social Security Card
 - 4) Selective Service Card or military discharge papers (DD214, if a Veteran)
 - 5) California Firearms Qualification Cards (for armed security officers)
 - 6) Bureau of Security and Investigative Services impact weapon (baton) training
 - 7) Security officers shall complete drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last 10 years

- 8) Security officers shall possess a valid Red Cross or American Heart Association Certification in First Aid
- 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR)
- 10) Security officers shall be certified to use an Automated External Defibrillator (AED)
- g. Security officers shall be in good physical condition and able to carry out the requirements of the job.
- h. The Contractor shall provide a resume to the CM and/or PWR for each security officer identified to be employed under this Contract. Resume requirements are outlined in this Exhibit A, Scope of Work, Section O.6, Security Personnel Background and Experience.
- i. All security officers performing work shall meet the above standards and the Contractor shall provide a written certification to the CM and/or PWR, at least one working day prior to assignment of a security officer for Public Works facility.
- j. No security officer shall be assigned to a shift before receiving at least four hours on-site training (paid by the Contractor at least the living wage rate, as required by and in accordance with Los Angeles County Code Section 2.201.040) from the Contractor's supervisory employee.
- k. All full-time (more than 35 hours per week) security officers assigned to this Contract shall limit outside employment to no more than 24 hours per week.
- I. At the request of the CM and/or PWR, the Contractor shall remove from work, any security officer who fails to meet the aforementioned requirements and any other obligations/regulations described herein. The Contractor shall immediately replace any security officer removed or unavailable, in order to continue the required service levels.
- 10. Additional Obligations
 - a. The Contractor certifies that all officers assigned to work at Public Works facilities, are of sound physical, emotional, and mental health as necessary to perform the duties required of their post.
 - b. Public Works locations and/or patrol areas in use by the Contractor shall be subject to inspection and shall be accessible to Public Works

personnel or other public entities responsible for the inspection of other County and public facilities.at any and all times, if requested.

- c. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The Contractor may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss and/or damages, other than normal wear and tear, of said equipment.
- d. The Contractor shall be responsible for and provide security of all supplies and equipment under the Contractor's control or use during the course of this Contract.
- e. The Contractor may be required to provide minor short-term investigative surveillance services. The Contractor shall be responsible to hold all required State of California licenses and/or certifications to provide such services and be paid at the Contractor's armed Sergeant hourly rate indicated in Form PW-2A, Schedule of Prices, unless otherwise agreed upon.
- f. Upon Public Works' written request, the Contractor may be required to provide the services of one or more armed or unarmed Lieutenant or Security Directors, as defined in this Exhibit A, Scope of Work, Section H.2, Contract Administration, Role of Contractor's Staff. The Contractor's compensation for Lieutenants shall be at the rate indicated on Form PW-2A, Schedule of Prices.
- 11. Security Regulations
 - a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the work location. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary disturbance at any work location and shall be subject to all rules and regulations which govern that location.
 - b. All weapons shall be in the custody of the security officer at all times.
 - c. The Contractor shall immediately report to the facility's on-site Contract Manager for any accidents and/or loss of equipment, supplies, etc.
 - d. The Contractor shall provide the CM and/or PWR with an updated staffing plan, with a complete list of employees who can be assigned to perform Contract work. The plan shall include all required permits and licenses, age, address, classification, date of birth, driver's license number, and length of service with Contractor. Whenever

personnel changes on this Contract are made, Contractor shall supply an updated staffing plan.

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

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

G. Contractor's Quality Control Plan

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

- 1. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
- 2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available upon request by the County during the term of this Contract.
- 4. Updated information for all Contractor's staff including but not limited to completed training, certifications, permits, licenses, etc. This information shall be made available upon request by the County during the term of this Contract.
- 5. The methods for continuing assured service to the County in the event of a strike of the Contractor's employees.
- H. <u>Contract Administration</u>
 - 1. Role of County Staff: Contract Manager

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

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

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

- a. Provide a telephone number(s) where he/she (or designated alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.
- b. Provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- d. Provide adequate and competent staff to fulfill all duties required by this Contract as detailed in Section O, Specific Tasks, of this Exhibit A, Scope of Work. No changes in key personnel shall be made subsequent to the award of this Contract without prior knowledge and approval of the County.
- e. Have a minimum of 5 years of experience in the management and operation of security services.
- f. The Security Director and any security personnel employed thereunder (sergeant, lieutenants, officers, etc.) shall be able to read, write, speak, and understand the English language.

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

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

- 1. Public Works will furnish, without cost, to the Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:
 - a. The County will provide facilities with telephone service for the Contractor's use, where available. The Contractor shall be prohibited from using County facilities for conducting other business interests which are not related to, or required for, County security services. The Contractor's telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the CM and/or PWR on a monthly basis to determine if the Contractor's phone usage is excessive or unreasonable. This does not replace the Contractor's requirement to provide officers who are

quipped with functional mobile phone and two way radio on their person at all times.

- b. The Radio-telephone Operations Manual shall be provided by the County upon request, to provide security officers with information on the proper use of hand-held radios, which may be used.
- c. The County may provide radios for the Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
- 2. Prior to the start of the Contract, the Contractor and the CM and/or PWR shall prepare an Equipment Inventory, Damage, and Loss Liability form, if applicable, (see Exhibit J) on which both shall sign an agreement to the specific items of equipment (if any) and the condition of each item. The condition of equipment shall be monitored by the Contractor and CM and/or PWR, and if the equipment is found to be defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (see Exhibit I) will be issued by the CM and/or PWR. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.
- 3. The Contractor shall not make any alterations to the equipment or facilities unless written permission from the CM and/or PWR is granted.
- 4. Any equipment provided shall, at all times, be kept clean, well prepared, and up to Contract performance standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.
- J. <u>Contractor-Furnished Items</u>
 - 1. The County will not furnish uniforms. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
 - a. Trousers/skirt
 - b. Shirt/blouse
 - c. Belt, shoes, and socks solid black
 - d. Shoulder patches
 - 2. The Contractor shall provide its own badges and shoulder patches, which shall be in full compliance with all legal requirements.

- 3. The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items, such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no additional expense to Public Works. All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by Contractor at no additional expense to Public Works.
- 4. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.
- 5. The items outlined below will not be furnished, maintained, or paid for by the County. Armed and unarmed security officers shall be equipped with the following items:
 - a. Sam/Sally Browne belt (gun belt);
 - b. Handcuff case;
 - c. Set of handcuffs, plus female key;
 - d. Four (4) keepers;
 - e. Key Snap;
 - f. One heavy-duty, three or five cell flashlights, with batteries;
 - g. Radio with holder/pouch;
 - h. Name tag and Badge, to be worn on uniform at all times;
 - i. Side-handle Baton with Baton ring or collapsible Side-handle Baton with Baton ring. Handler, 12" or ASP (12" or 26") expandable straight stick;
 - j. Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in a holster);
 - k. Holster (armed security officers only);
 - I. Ammunition pouch (armed security officers only);
 - m. Smith & Wesson, Colt, Ruger four-inch barrel, blue or stainless steel finish, double action, with a firing pin block .38 caliber revolver or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and a half-inch barrel, blue or stainless steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position; or Glock 17 or 19 in 9mm caliber (armed security officers only);

- n. The semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on. These firearms have been approved by the County of Los Angeles Sheriff's Department (LASD) as meeting their testing requirements for safety, performance, quality, and training procedures. (armed security officers only);
- Ammunition pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semi-jacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon, 9mm jacketed or semi-jacketed hollow point only. (armed security officers only);
- p. Rain gear (as necessary);
- q. Jacket (as necessary).

K. <u>Weapons List</u>

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

L. Identification Badges

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

M. Special Safety Requirements

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

N. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the suspension of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

O. <u>Specific Tasks</u>

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

1. Security Officer's Tasks

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

- a. Report to work on time.
- b. Not be relieved of the duties of their post before their scheduled shift, unless otherwise approved by the CM and/or PWR.
- c. Be courteous and professional.
- d. Maintain good personal and uniform appearance.
- e. Monitor parking, as directed.
- f. Intervene to terminate injurious acts.
- g. Patrol an area or facility as directed by the CM and/or PWR, for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- h. Conduct searches of individuals for weapons, if necessary.
- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action, if necessary.
- j. Answer questions of visitors regarding geographic locations, services, and functions.
- k. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- I. Detect and prevent the introduction of prohibited or unpermitted contraband to a facility.

- m. Punch a time clock at assigned station, as directed.
- n. Open/close and lock/unlock doors and gates, as directed.
- o. Reduce and/or turn off facility lighting and close window coverings, as required.
- p. Verify the security of safes and other areas where equipment or materials of value are stored.
- q. Raise and lower flags.
- r. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- s. Respond to reports of ill or injured patrons, visitors, or employees; render first aid and cardiopulmonary resuscitation; and notify supervisor if further assistance is considered necessary or desirable.
- t. Immediately relay reports of bomb threats to the facility's on-site Contract Manager.
- u. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.
- v. Report malfunctioning equipment, liquid spills, and other such matters to the facility's on-site Contract Manager.
- w. Monitor alarm systems and electronic surveillance equipment.
- x. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate the situation encountered, and take prescribed action.
- y. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses, and suspects to ascertain or verify facts.
- z. Pursue and apprehend persons suspected of damaging County property and/or injuring County employees or visitors to Public Works facilities, if necessary.
- aa. Detain suspects pending transportation and booking by local law enforcement agency, if necessary.
- bb. Operate a bicycle, motor cart, or automobile, where directed.
- cc. Have knowledge in the care and use of an impact weapon (baton).
- dd. Have knowledge of self-defense and restraint procedures.

- ee. Communicate effectively with individuals and the general public.
- ff. React quickly, take command of an emergency situation.
- gg. Use good judgment and discretion in handling the unruly or trespassing public.
- hh. Remember facts and details concerning specific situations.
- ii. Alert CM and/or PWRs of any suspicious activity observed during shift hours and provide recommendation for possible pre-emptive action.
- jj. Maintain complete reports and logs and provide such documents in a timely manner, when requested by the CM and/or PWR. Such documents include but are not limited to nonemployee injury reports, detailed incident reports, timesheet logs, etc.
- kk. Provide escort services, within 5 minutes of the request or as required.
- II. Assist other security officers.
- mm. Hold over at the facility until properly relieved.
- nn. Take primary photographs as required.
- oo. Activate fire or other emergency procedures as required.
- pp. Call and notify law enforcement authorities, fire department, paramedics, etc., as required.
- 2. Security Director/Account Manager (Executive) Tasks

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

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper

methods and explain conditions under which deviations are permissible.

- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal and uniform appearance.
- j. Update and explain post procedures.
- k. Have working knowledge of radio procedures.
- I. Conduct investigations.
- m. Complete all necessary reports specified in this Contract.
- n. Review subordinates' reports.
- 3. Contract Director's Tasks

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

- a. Maintain the Quality Control Plan
- b. Report to and meet with the facility's on-site Contract Manager, as required.
- c. Respond to Contract Discrepancy Reports.
- d. Establish policy and procedures with regard to each respective post location, with the advice and consent of the facility's on-site Contract Manager.
- e. Ensure sufficient availability of security officers to cover Public Works' requirements.
- 4. Regulations and Forms
 - a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.
 - b. The following is a list of Exhibits (F through L) applicable to the security Statement of Work:
 - Exhibit F Performance Requirements Summary

- Exhibit G Security Service Group Locations and Schedules
- Exhibit H Notice of Proposed Payment Adjustment
- Exhibit I Contract Discrepancy Report
- Exhibit J Equipment Inventory, Damage, and Loss Liability
- Exhibit K Statement of Loss of County Security Equipment
- Exhibit L Bond for Faithful Performance
- 5. Performance Requirements Summary

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

a. Quality Assurance

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

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

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

For unsatisfactory services surveyed by sampling, the Contractor shall be required to immediately correct issues found by the County to be unacceptable. c. Criteria for Acceptable and Unacceptable Performance

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

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

6. Security Personnel Background and Experience

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

- a. Contractor shall provide documentation of all completed background investigations and required training for all security personnel upon request from the CM and/or PWR. If such documentation is not provided as required, this Contract may be subject to suspension or termination. The County reserves the final decision as to the suitability of security officers and supervisors who will be assigned to perform work on this Contract.
- b. Given the potentially sensitive nature of the work to be performed, and the materials, equipment, and weapons that are involved, Contractor shall perform background investigations prior to employment and assignment to any work under this Contract. Public Works reserves the right to request these and additional background investigations for any and all Contractor personnel at any time during employment of said personnel.
- c. In any event of non-approval of any of the Contractor's security personnel or staff, all disqualifying information is to be kept confidential and is not reviewable by the Contractor.
- d. The Contractor's personnel may be required to pass the County's background investigation for Contract security officers and shall be fingerprinted and/or interviewed at Los Angeles Sheriff's Department

(LASD) facility prior to being approved for employment on this Contract. Public Works, in its sole discretion, reserves the right to initiate the LASD investigation process for any and all of the Contractor's personnel, as necessary.

- e. Contractor shall be responsible for reimbursement or direct payment to the LASD for any and all expenses associated with performing each background investigation.
- f. The background investigation process, requirements, guidelines and provisions expressed herein are subject to change at any time at the sole discretion of the County.
- g. Contractor's security personnel and staff who have been involved in any of the following may <u>not</u> be accepted, consistent with applicable law:
 - 1) Any felony conviction
 - 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions
 - Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse
 - 4) Conduct that would preclude the Contractor from receiving a bond
 - 5) Any pattern of irresponsible behavior, including, but not limited to, unsatisfactory driving or employment record, or any pattern of recent or habitual drug use
- h. The Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:
 - 1) General Information The candidate's name, age, current address, security officer's classification, social security number, and date of birth.
 - Employment History A chronological list of all jobs held by candidate and any period of unemployment during the last 10 years, highlighting security experience.
 - 3) Military Record All military experience (regular or reserve) shall be documented, if applicable. Contractor shall provide a copy of candidate's Selective Service Card or military discharge papers (DD214). If the candidate does not possess

a Selective Service Card or military discharge papers, explain why the documents are unavailable.

- 4) Criminal Record Any criminal record of the candidate shall be fully disclosed.
- i. Security Director (Account Manager/Executive): Equivalent of 5 years' paid experience managing security service operations.
- j. Lieutenant (Account Supervisor/Watch Commander): Equivalent of 2 years' security supervisory experience.
- k. Sergeants (Site Supervisor): Equivalent of 3 years' paid armed security experience and 1 years' security supervisory experience.
- I. Armed Security Officers: Equivalent of 3 years' paid armed security experience.
- m. Unarmed Security Officers: Equivalent of 2 years' paid security experience.
- n. All security officers and supervisors shall possess the following, unless otherwise noted:
 - 1) Active and valid State of California Guard Registration Card
 - 2) Active and valid State of California Weapons Permit (unless unarmed)
 - Impact weapon (baton) training certification as approved by BSIS
 - 4) Active and valid First Aid Certificate or EMS Certificate
 - 5) Active and valid Cardiopulmonary Resuscitation Certificate
 - 6) Active and valid Automated External Defibrillator Certificate
 - 7) Active and valid California Class "C" Driver's License

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

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

P. Invoices

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

Q. <u>Utilities</u>

The County will not provide utilities.

R. <u>Storage Facilities</u>

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

S. <u>Removal of Debris</u>

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

In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the CM and/or PWR. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Exhibit A, Scope of Work, of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

T. <u>Responsibilities of Public Works</u>

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

U. <u>Gratuities</u>

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

V. <u>Liquidated Damages</u>

- 1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance, nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
- 2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract; and
 - b. The parties are both experienced in performance of the Contract work; and

- c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the proposal price; and
- d. The parties are not under any compulsion to Contract; and
- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract; and
- f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
- g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 3. The Contractor shall pay the County, or the County may withhold and/or deduct from monies due to the Contractor, liquidated damages in the sum indicated in Exhibit F, Performance Requirements Summary, each time the Contractor fails to satisfy the performance standards.
 - a. Contractor Payment

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

b. Adjustment for Deviation

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

c. Notice of Adjustments

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

W. Federally Funded Work

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

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

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

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

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

P:\brcdpub\Service Contracts\CONTRACT\Danny\FIELD SECURITY (OSD-BSD)\2023-S\5 AWARD\Contract Final\Group A\Draft\3-Exhibit A (SOW).docx

FORM PW-2.1A (Group A) Initial Term

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Group A: Central Yard Sites

As shown on Exhibit G.

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

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

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Hourly Rate X Estimated Units)
1.	Security Officer (Armed)	\$ <u>36.69</u> /hr.	18,472	\$677,737.68
2.	Security Officer (Unarmed)	\$/hr.	800	\$28,976.00
3.	Security Supervisor (Armed)	\$ <u>43.05</u> /hr.		\$21,525.00
4.	Security Manager (Armed)	\$_49.12_/hr.		\$24,560.00
	TOTAL P	752,798.68 \$		

By submission of this Proposal, and signed Declaration form Proposer certifies under penalty of perjury that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

 LEGAL NAME OF PROPOSER

 Patrol Solutions

 PHONE

 310-490-9804

 415-760-8116

 BUSINESS LICENSE NO.

 STATE PRIVATE PATROL OPERATOR'S LICENSE NO.

 119966

 05/05/23

Page 1 of 5

FORM PW-2.2A

(Group A) Option Term 1

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Group A: Central Yard Sites

As shown on Exhibit G.

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

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

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Hourly Rate X Estimated Units)
1.	Security Officer (Armed)	\$ <u>38.16</u> /hr.	18,472	\$704,891.52
2.	Security Officer (Unarmed)	\$ <u>37.67</u> /hr.	_800_	\$30,136.00
3.	Security Supervisor (Armed)	\$ <u>44.77</u> /hr.	_500_	\$22.385.00
4.	Security Manager (Armed)	\$ <u>51.08</u> /hr.	500	\$25,540.00

TOTAL PROPOSED ANNUAL PRICE: \$ 782.952.52

By submission of this Proposal, and signed Declaration form Proposer certifies under penalty of perjury that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

LEGAL NAME OF PROPOSER		
Patrol Solution	S	
PHONE 310-490-9804	MOBILE 415-760-8116	E-MAIL ADDRESS carlcunningham@patrolsolutions.com
BUSINESS LICENSE NO.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO.	DATE
	119966	05/05/23

Page 2 of 5

FORM PW-2.3A

(Group A) Option Term 2

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Group A: Central Yard Sites

As shown on Exhibit G.

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

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

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Hourly Rate X Estimated Units)
1.	Security Officer (Armed)	\$ <u>39.68</u> /hr.	18,472	\$_732,968.96
2.	Security Officer (Unarmed)	\$ <u>39.17</u> /hr.	800	\$_31,336.00
3.	Security Supervisor (Armed)	\$_46.56/hr.	500	\$_23,280.00
4.	Security Manager (Armed)	\$/hr.	500	\$_26,565.00
				814,149,96

TOTAL PROPOSED ANNUAL PRICE: \$

By submission of this Proposal, and signed Declaration form Proposer certifies under penalty of perjury that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Patrol Solutions		
Рноме 310-490-9804	MOBILE 415-760-8116	E-Mail Address carlcunningham@patrolsolutions.com
BUSINESS LICENSE NO.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO. 119966	DATE 05/05/23

FORM PW-2.4A (Group A)

Option Term 3

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Group A: Central Yard Sites

As shown on Exhibit G.

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

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

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Hourly Rate X Estimated Units)
1.	Security Officer (Armed)	\$_41.27 /hr.	18,472	\$_762,339.44
2.	Security Officer (Unarmed)	40.74 \$/hr.	800	\$_32,592.00
3.	Security Supervisor (Armed)	\$ <u>48.42</u> /hr.	500	\$_24,210.00
4.	Security Manager (Armed)	\$_55.25_/hr.	500	\$_27,625.00
		ROPOSED ANN		e 846,766.44

TOTAL PROPOSED ANNUAL PRICE: \$

By submission of this Proposal, and signed Declaration form Proposer certifies under penalty of perjury that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition. EGAL NAME OF PRO

Patrol Sol	utions	
PHONE 310-490-9804	MOBLE 415-760-8116	E-MAIL ADDRESS carlcunningham@patrolsolutions.com
BUSINESS LICENSE NO.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO. 119966	Date 05/05/23

Page 4 of 5

FORM PW-2.5A SUMMARY SHEET

SCHEDULE OF PRICES SUMMARY SHEET

FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Group A: Central Yard Sites

As shown on Exhibit G.

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

TERM	DESCRIPTION	TOTAL PROPOSED PRICE
1 of 4	Initial Term (Form PW-2.1A)	\$ <u>752,798.68</u>
2 of 4	Option Term 1 (Form PW-2.2A)	\$782,952.52
3 of 4	Option Term 2 (Form PW-2.3A)	\$814,149.96
4 of 4	Option Term 4 (Form PW-2.4A)	\$846,766.44
тот	AL OVERALL PROPOSED PRICE: (SUM OF ALL 4 TERMS ABOVE)	\$3,196,667.60
AVER	AGE ANNUAL PROPOSED PRICE: (SUM OF ALL TERMS DIVIDED BY FOUR)	\$799,166.90

Page 5 of 5

FORM LW-8.1A TERM 1 of 4

(Group A)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

• GROUP A – CENTRAL YARD SITES: Lower and Upper Central Yard

POSITION/TITLE *			HOUP	RS PEF	R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED		
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI SAT		PER WEEK	ANNUAL HOURS (Weekly Hours x 52)	WAGE RATE**	COST (Annual Hours x Hourly Rate)		
LOWER CENTRAL YARD	24	24	24	24	24	24	24	168	8736				
Armed Security Officer (1)	24	24	24	24	24	24	24	168	8736	\$20.50	\$	179,088.00	
Armed Security Officer (2)								0	0		\$	-	
Armed Security Officer (3)								0	0		\$	-	
Armed Security Officer (4)								0	0		\$	-	
Armed Security Officer (5)								0	0		\$	-	
UPPER CENTRAL YARD	24	24	24	24	24	24	24	168	8736				
Armed Security Officer (1)	24	24	24	24	24	24	24	168	8736	\$20.50	\$	179,088.00	
Armed Security Officer (2)								0	0		\$	-	
Armed Security Officer (3)								0	0		\$	-	
Armed Security Officer (4)								0	0		\$	-	
Armed Security Officer (5)								0	0		\$	-	
ADDITIONAL ON-CALL													
Armed Security Officer			C	N-CAL	L			Varies	1000	\$20.50	\$	20,500.00	
Unarmed Security Officer			C	N-CAL	L	Varies 800		\$19.50	\$	15,600.00			
Armed Security Sergeant (Supervisor)			C	N-CAL	L			Varies	500	\$22.00	\$	11,000.00	
Armed Security Lieutenant (Manager)			C	N-CAL	.L			Varies	500	\$24.00	\$	12,000.00	
Comments/Notes:									[A]	Total Salaries	\$	417,276.00	
					(1) Va	cations	, Sick	Leave, Holida	y		\$	34,505.52	
					(2) He	alth Ins	surance)	-		\$	17,576.88	
					(3) Payroll Taxes & Workers' Compensation						\$	70,702.19	
					(4) Welfare and Pension						\$	1,869.31	
								[B] Tot	tal Employee Ben	efits (1+2+3+4)	\$	124,653.90	
					(5) Equipment Costs						\$	23,229.25	
					(6) Service and Supply Costs						\$	65,084.52	
					(7) General and Administrative Costs						\$	87,571.21	
								(8) Profit					
									[C] Total Other C	osts (5+6+7+8)	\$	210,868.78	
							то	TAL PRO	POSED ANNL	IAL PRICE:	\$	752,798.68	

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

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

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

I declare under penalty of perjury that the information provided on this Form is true and accurate within the requirements of the Request for Proposals (RFP) and that the formulation prices provided has been arrived at independently and without consultation, communication, or agreement with any other proposer(s), firm(s) or competitor(s) for the purposes of restricitng competition. Proposals submitted failing to adhere to this guideline may be deemed nonresponsive and disqualified from further consideration.

Carl Cunningham Proposer Authorized Representative



1/4/2024 Date Exhibit A.2

Exhibit A.2

FORM LW-8.2A

TERM 2 of 4 (Group A)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

• GROUP A – CENTRAL YARD SITES: Lower and Upper Central Yard

POSITION/TITLE *			HOUF	RS PEF	R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED	
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU FRI SAT		SAT	PER WEEK	ANNUAL HOURS (Weekly Hours x 52)	WAGE RATE**	COST (Annual Hours x Hourly Rate)	
LOWER CENTRAL YARD	24	24	24	24	24	24	24	168	8736			
Armed Security Officer (1)	24	24	24	24	24	24	24	168	8736	\$21.32	\$	186,251.52
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
Armed Security Officer (4)								0	0		\$	-
Armed Security Officer (5)								0	0		\$	-
UPPER CENTRAL YARD	24	24	24	24	24	24	24	168	8736			
Armed Security Officer (1)	24	24	24	24	24	24	24	168	8736	\$21.32	\$	186,251.52
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
Armed Security Officer (4)								0	0		\$	-
Armed Security Officer (5)								0	0		\$	-
ADDITIONAL ON-CALL											_	
Armed Security Officer			C	N-CAL	.L			Varies	1000	\$21.32	\$	21,320.00
Unarmed Security Officer			C	N-CAL	.L			Varies	800	\$20.28	\$	16,224.00
Armed Security Sergeant (Supervisor)			C	N-CAL	.L			Varies	500	\$22.88	\$	11,440.00
Armed Security Lieutenant (Manager)			C	N-CAL	.L			Varies	500	\$24.96	\$	12,480.00
Comments/Notes:									[A]	Total Salaries	\$	433,967.04
					(1) Va	cations	, Sick	Leave, Holida	у		\$	35,885.74
					(2) He	alth Ins	surance)			\$	18,279.95
					(3) Payroll Taxes & Workers' Compensation							73,530.28
					(4) Welfare and Pension							1,944.08
					[B] Total Employee Benefits (1+2+3+4)							129,640.05
					(5) Eq	uipmer	nt Cost	6			\$	24, 158.42
					(6) Service and Supply Costs						\$	67,687.90
					(7) General and Administrative Costs						\$	91,074.05
					(8) Pro	ofit					\$	36,425.06
									[C] Total Other C	<mark>osts (5+6</mark> +7+8)	\$	219,345.43
							то	TAL PRO	POSED ANNL	IAL PRICE:	\$	782,952.52

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

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

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

I declare under penalty of perjury that the information provided on this Form is true and accurate within the requirements of the Request for Proposals (RFP) and that the formulation prices provided has been arrived at independently and without consultation, communication, or agreement with any other proposer(s), firm(s) or competitor(s) for the purposes of restricitng competition. Proposals submitted failing to adhere to this guideline may be deemed nonresponsive and disqualified from further consideration.

Carl Cunningham Proposer Authorized Representative



1/4/2024

Date

Exhibit A.2

FORM LW-8.3A

TERM 3 of 4

(Group A)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

• GROUP A – CENTRAL YARD SITES: Lower and Upper Central Yard

POSITION/TITLE *			HOUP	RS PEF	R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED	
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU FRI SAT		SAT	PER WEEK	ANNUAL HOURS (Weekly Hours x 52)	WAGE RATE**	COST (Annual Hours x Hourly Rate)	
LOWER CENTRAL YARD	24	24	24	24	24	24	24	168	8736			
Armed Security Officer (1)	24	24	24	24	24	24	24	168	8736	\$22.17	\$	193,677.12
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
Armed Security Officer (4)								0	0		\$	-
Armed Security Officer (5)								0	0		\$	-
UPPER CENTRAL YARD	24	24	24	24	24	24	24	168	8736			
Armed Security Officer (1)	24	24	24	24	24	24	24	168	8736	\$22.17	\$	193,677.12
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
Armed Security Officer (4)								0	0		\$	-
Armed Security Officer (5)								0	0		\$	-
ADDITIONAL ON-CALL												
Armed Security Officer			C	N-CAL	.L			Varies	1000	\$22.17	\$	22,170.00
Unarmed Security Officer			C	N-CAL	.L			Varies	800	\$21.09	\$	16,872.00
Armed Security Sergeant (Supervisor)			C	N-CAL	L			Varies	500	\$23.80	\$	11,900.00
Armed Security Lieutenant (Manager)			C	N-CAL	L			Varies	500	\$25.96	\$	12,980.00
Comments/Notes:									[A]	Total Salaries	\$	451,276.24
					(1) Va	cations	, Sick	Leave, Holida	у		\$	37,321.17
					(2) He	alth Ins	surance	9			\$	19,011.15
					(3) Payroll Taxes & Workers' Compensation							76,471.49
					(4) Welfare and Pension							2,021.85
								[B] Tot	tal Employee Ben	efits (1+2+3+4)	\$	134,825.66
					(5) Eq	uipmer	nt Cost	6			\$	25, 124.76
					(6) Service and Supply Costs							70,395.41
					(7) General and Administrative Costs							94,717.02
					(8) Pro	ofit					\$	37,810.87
									[C] Total Other C	osts (5+6+7+8)	\$	228,048.06
							то	TAL PRO	POSED ANNL	IAL PRICE:	\$	814,149.96

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

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

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

I declare under penalty of perjury that the information provided on this Form is true and accurate within the requirements of the Request for Proposals (RFP) and that the formulation prices provided has been arrived at independently and without consultation, communication, or agreement with any other proposer(s), firm(s) or competitor(s) for the purposes of restricitng competition. Proposals submitted failing to adhere to this guideline may be deemed nonresponsive and disqualified from further consideration.

Carl Cunningham Proposer Authorized Representative



1/4/2024

Date

Exhibit A.2

FORM LW-8.4A

TERM 4 of 4

(Group A)

STAFFING PLAN AND COST METHODOLOGY

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

• GROUP A – CENTRAL YARD SITES: Lower and Upper Central Yard

POSITION/TITLE *			HOUF	RS PEF	R DAY			HOURS	ESTIMATED	HOURLY	CALCULATED COST (Annual Hours x Hourly Rate)	
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	ANNUAL HOURS (Weekly Hours x 52)	WAGE RATE**		
LOWER CENTRAL YARD	24	24	24	24	24	24	24	168	8736			
Armed Security Officer (1)	24	24	24	24	24	24	24	168	8736	\$23.06	\$	201,452.16
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
Armed Security Officer (4)								0	0		\$	-
Armed Security Officer (5)								0	0		\$	-
UPPER CENTRAL YARD	24	24	24	24	24	24	24	168	8736			
Armed Security Officer (1)	24	24	24	24	24	24	24	168	8736	\$23.06	\$	201,452.16
Armed Security Officer (2)								0	0		\$	-
Armed Security Officer (3)								0	0		\$	-
Armed Security Officer (4)								0	0		\$	-
Armed Security Officer (5)								0	0		\$	-
ADDITIONAL ON-CALL												
Armed Security Officer			C	N-CAL	.L			Varies	1000	\$23.06	\$	23,060.00
Unarmed Security Officer			C	N-CAL	.L			Varies	800	\$21.93	\$	17,544.00
Armed Security Sergeant (Supervisor)			C	N-CAL	.L			Varies	500	\$24.75	\$	12,375.00
Armed Security Lieutenant (Manager)			C	N-CAL	L			Varies	500	\$27.00	\$	13,500.00
Comments/Notes:									[A]	Total Salaries	\$	469,383.32
					(1) Va	cations	s, Sick	Leave, Holida	у		\$	38,814.01
							surance				\$	19,771.60
					(3) Pa	yroll Ta	axes &	Workers' Con	npensation		\$	79,530.35
					(4) Welfare and Pension							2,102.72
								[B] Tot	tal Employee Ben	efits (1+2+3+4)	\$	140,218.68
					(5) Eq	uipmer	nt Cost	S			\$	26, 129.75
					(6) Service and Supply Costs							73,211.23
				(7) General and Administrative Costs							98,505.70	
		(8) Profit							39,317.76			
									[C] Total Other C	<mark>osts (5+6+7</mark> +8)	\$	237,164.44
							то	TAL PRO	POSED ANNL	IAL PRICE:	\$	846,766.44

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

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

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

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Carl Cunningham Proposer Authorized Representative



1/4/2024

Page 4 of 4

Date

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

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

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

B. <u>Definitions</u>

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

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

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

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

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

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

<u>County</u>. Includes County of Los Angeles, Los Angeles County Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer. Where the contracting party is a District, the term County includes the County and the contracting District.

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

Public Works. Los Angeles County Public Works.

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

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

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

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

C. <u>Headings</u>

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. <u>Amendments</u>

- 1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment will be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
- 2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract will be prepared by Public Works and signed by the Contractor.
- 3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract will be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days.
- 4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order will be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it will be approved by Public Works and signed by the Contractor and the County.

B. <u>Assignment and Delegation</u>

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

-B.4-

- 2. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. <u>Authorization Warranty</u>

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

D. <u>Budget Reduction</u>

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

E. <u>Complaints</u>

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

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

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

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

Group A, Central Yard (BRC0000396)

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

G. <u>Compliance with Civil Rights Laws</u>

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

- H. <u>Confidentiality</u>
 - 1. Contractor must maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
 - 2. Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel including, without

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

- 3. Contractor must inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- I. <u>Conflict of Interest</u>
 - 1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract must be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
 - 2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it must immediately make full written disclosure of such facts to Full written disclosure must include, but is not limited to, County. identification of all persons so identified and a complete description of all Failure to comply with the provisions of this relevant circumstances. paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. <u>Contractor's Charitable Activities Compliance</u>

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions section of Form PW-3, Certification of Compliance, County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable complying with its obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

N. <u>Contractor's Warranty of Adherence to County's Child Support Compliance</u> <u>Program</u>

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

O. <u>County's Quality Assurance Plan</u>

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

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

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

R. <u>Counterparts and Electronic Signatures and Representations</u>

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

S. Fair Labor Standards

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

T. Force Majeure

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

U. <u>Governing Laws, Jurisdiction, and Venue</u>

This Contract will be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, will be exclusively in the County of Los Angeles.

V. 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 must be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

- 1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
- 2. Contractor must certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
- 3. Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action must include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- 4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 6. Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
- 7. If County finds that any of the above provisions have been violated, such violation will constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has

violated Federal or State antidiscrimination laws or regulations will constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

- 8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County will, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.
- X. <u>Nonexclusivity</u>

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

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

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

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

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

AA. <u>Notice of Disputes</u>

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

Contracting Manager, Business Relations and Contracts Division Los Angeles County Public Works P.O. Box 1460 Alhambra, CA 91802-1460

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

DD. <u>Publicity</u>

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

- 1. Contractor must develop all publicity material in a professional manner.
- 2. During the term of this Contract, Contractor must not, and must not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County will not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph must apply.

EE. <u>Public Records Act</u>

- 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 must be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. <u>Record Retention and Inspection/Audit Settlement</u>

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

- 1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2. Failure on the part of Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
- 3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference must be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Contract.
- 4. addition to the above, the Contractor agrees, should the In County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor most promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is

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

GG. <u>Recycled-Content Paper Products</u>

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. <u>Contractor's Employee Criminal Background Investigation</u>

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

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

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

-B.18-

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

II. <u>Subcontracting</u>

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

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

such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

JJ. <u>Validity</u>

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

KK. <u>Waiver</u>

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

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

- 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 will have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor must provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-

designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

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

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

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

OO. <u>Compliance with County's Zero Tolerance Human Trafficking Policy</u>

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

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

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

PP. Method of Payment and Required Information

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

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

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

QQ. Compliance with Fair Chance Employment Hiring Practices

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

RR. <u>Compliance with the County Policy of Equity</u>

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) (<u>https://ceop.lacounty.gov/)</u>. 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 Security Services for PW Field Locations

or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. <u>Contractor Independence</u>

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

TERMINATIONS/SUSPENSIONS

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

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

B. <u>Termination/Suspension for Convenience</u>

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

this Contract must be delivered to County upon request and must become the property of County.

- C. <u>Termination/Suspension for Default</u>
 - 1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
 - 2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor must continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
 - 3. Except with respect to defaults of any Subcontractor, Contractor must not 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

- 4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties must be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
- 5. The rights and remedies of County provided in this paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 6. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.
- D. <u>Termination/Suspension for Improper Consideration</u>
 - 1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County will be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
 - 2. Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
 - 3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.
- E. <u>Termination/Suspension for Insolvency</u>
 - 1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy

Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
- c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
- d. The execution by Contractor of a general assignment for the benefits of creditors.
- 2. The rights and remedies of County provided in this paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. <u>Termination/Suspension for Nonadherence to County Lobbyists Ordinance</u>

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

G. <u>Termination/Suspension for Nonappropriation of Funds</u>

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

GENERAL CONDITIONS OF CONTRACT WORK

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

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

B. <u>Cooperation</u>

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

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

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

D. Equipment, Labor, Supervision, and Materials

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

E. <u>Gratuitous Work</u>

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

F. Jobsite Safety

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

G. <u>Labor</u>

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

H. Labor Law Compliance

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

I. <u>Overtime</u>

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

J. <u>Permits/Licenses</u>

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

K. <u>Prohibition Against Use of Child Labor</u>

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

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

L. <u>Public Convenience</u>

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

M. Public Safety

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

N. Quality of Work

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

O. <u>Quantities of Work</u>

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

P. <u>Safety Requirements</u>

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

Q. Storage of Materials and Equipment

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

R. <u>Transportation</u>

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

S. <u>Work Area Controls</u>

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

T. <u>CARD</u>

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

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

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

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense

(including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor must not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

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

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

providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), must be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of required endorsements must be sent to:

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

- e. Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 4. <u>Cancellation of or Changes in Insurance</u>: Contractor must provide County with, or Contractor's insurance policies shall contain a provision that County must receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 5. <u>Failure to Maintain Insurance</u>: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance must constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- 6. <u>Insurer Financial Ratings</u>: Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- 7. <u>Contractor's Insurance Must Be Primary</u>: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.
- 8. <u>Waivers of Subrogation</u>: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 9. <u>Subcontractor Insurance Coverage Requirements</u>: Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor must be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the

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

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

E. <u>Compensation for County Costs</u>

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

-B.36-

F. Insurance Coverage Requirements

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

General Aggregate:	\$6 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$3 million

- 2. <u>Automobile Liability:</u> Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability: Insurance or qualified requirements, satisfying statutory self-insurance 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.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. <u>Responsible Contractor</u>

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

B. <u>Chapter 2.202 of the County Code</u>

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

C. <u>Nonresponsible Contractor</u>

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

D. <u>Contractor Hearing Board</u>

- 1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- 2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative must be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which must contain a recommendation regarding whether Contractor should be debarred, and, if so, the Security Services for PW Field Locations

appropriate length of time of the debarment. Contractor and Public Works must be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

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

These terms must also apply to Subcontractors of County Contractors.

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

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

-B.40-

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. <u>Written Employee Jury Service Policy</u>

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

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

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

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material at <u>www.babysafela.org</u>.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is available on the Internet at <u>www.babysafela.org</u>.

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

- 1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor must pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract.
- 2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor must be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract and a copy of the Living Wage Program must be attached to the Subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
- 3. If Contractor is required to pay a living wage when this Contract commences, Contractor must continue to pay a living wage for the entire term of this Contract, including any option period.
- 4. If Contractor is not required to pay a living wage when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program.

In either event, Contractor must immediately be required to commence paying the living wage and must be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor must immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

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

C. <u>Contractor's Submittal of Certified Monitoring Reports</u>

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

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

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

E. <u>County Auditing of Contractor Records</u>

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

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

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

G. Enforcement and Remedies

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

- 1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

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

exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 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. <u>Use of Full-Time Employees</u>

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

I. <u>Contractor Retaliation Prohibited</u>

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

J. <u>Contractor Standards</u>

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

K. <u>Neutrality in Labor Relations</u>

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

SOCIAL ENTERPRISE PREFERENCE PROGRAM

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

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

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

If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor must:

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

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

-B.50-

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, must:

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

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

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

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

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

If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, must:

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

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

COUNTY DEFAULTED PROPERTY TAX REDUCTION PROGRAM COMPLIANCE

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

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

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

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

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

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

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

COMPLIANCE WITH EMPLOYEE RETENTION POLICY

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

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

P:\brcdpub\Service Contracts\CONTRACT\Danny\FIELD SECURITY (OSD-BSD)\2023-S\5 AWARD\Contract Final\Group A\Draft\6-Exhibit B Ts&Cs-23.doc

Department of the Treasury Internal Revenue Service

Notice 1015

(Rev. December 2023)

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 2023 are less than \$63,398 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 5, 2024.

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 <u>www.irs.gov/FormsPubs</u>. Or you can go to <u>www.irs.gov/OrderForms</u> 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 2023 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 2023 and owes no tax but is eligible for a credit of \$800, they must file a 2023 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2023) Cat. No. 20599I

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



EXHIBIT D

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

www.babysafela.org



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 I aw 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



EXHIBIT D

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

www.babysafela.org



¿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.

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.

¿Cómo funciona?

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

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

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

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

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

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

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
12. GPS Tracking Enabled Patrols (where applicable)	Contract specifications met in accordance with Exhibit A, Section E, Work Description and Exhibit G, Security Service Group Locations and Schedules.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
13. Assists Other Officers and Law Enforcement	Officer assisted as needed.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
14. Area Control – Prevent Hostile Acts and Protect Personnel/Property	Facility safe and secure.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
15. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed, documented, and submitted within the time frame requested.	\$50 per occurrence.	□Yes □No □N/A	
16. Vehicle Key Runs	Requested Department approval prior to using vehicle for key run.	\$100 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily Report and Facility Log	Submitted to Contract Manager daily report and maintain facility log.	\$25 per day per report that is late or not submitted.	□Yes □No □N/A	
2. Non-employee Injury Report	Completed by end of shift for each occurrence. File as needed.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	

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

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

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

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

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

l	Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
5.	Courtesy and Professionalism	Contract specifications met.	\$25 per employee, per occurrence.	□Yes □No □N/A	
6.	Working Knowledge of Facility and Beat Security Book	Facility security function complete.	\$50 per employee, per occurrence.	□Yes □No □N/A	
7.	Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	\$50 per employee, per occurrence.	□Yes □No □N/A	
8.	Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	\$50 per employee, per occurrence.	□Yes □No □N/A	
D. SU	JPERVISOR/MANAGERS	·			
1.	Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	□Yes □No □N/A	
2.	Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	□Yes □No □N/A	
3.	Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	□Yes □No □N/A	

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	□Yes □No □N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
 Assures Proper Assignment Coverage 	Assignments covered.	\$50 per employee; per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
7. Updates Post Procedures	Facility books updated in timely manner.	\$25 per occurrence.	□Yes □No □N/A	
 Responds to Incidents / Provides Backup 	Provide assistance as required.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
9. Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
10. Drives Vehicle	Drive vehicle as required.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

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

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
11. Conducts Investigation	Complete investigations in a timely manner.	\$50 per occurrence.	□Yes □No □N/A	
12. Reviews Subordinates' Reports	Complete on time as required.	\$25 per occurrence.	□Yes □No □N/A	
E. CONTRACT ADMINSTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$100 per day; work/contract potential suspension; possible termination for default of contract.	□Yes □No □N/A	
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$100 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
 Record Retention & Inspection/Audit Settlement 	Maintain all required documents as specified in contract.	\$200 per occurrence.	□Yes □No □N/A	
4. License and Certification	All licenses and certifications required to perform the work such as baton certification, cardiopulmonary certification, CDL Class "3" and Social Security.	\$100 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; potential suspension; possible termination for default of contract.	□Yes □No □N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	□Yes □No □N/A	

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SECURITY SERVICE GROUP LOCATIONS AND SCHEDULES

LOS ANGELES COUNTY PUBLIC WORKS

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

GROUP A: Central Yard Locations

Contract Manager: Gary Sanderson Contact: (626) 458-1762; gsand@pw.lacounty.gov

SITE	SITE LOCATION	PUBLIC WORKS ON-SITE DESIGNEE	GUARD DESIGNATION	SERVICE DAYS & SCHEDULE	ESTIMATED HOURS
1.	LOWER CENTRAL YD. 1525 & 1537 Alcazar St. Los Angeles, CA 90033	Gary Sanderson gsand@pw.lacounty.gov (626) 458-1762	Security Officer (Armed)	Monday – Sunday (7 days a week) 12 a.m. to 12 a.m. 24 hrs. daily	8,736
2.	UPPER CENTRAL YD. 2275 Alcazar Street Los Angeles, CA 90033	Gary Sanderson gsand@pw.lacounty.gov (626) 458-1762	Security Officer (Armed)	Monday – Sunday (7 days a week) 12 a.m. to 12 a.m. 24 hrs. daily	8,736
3.	ON-CALL	TBD*	Security Officer (Armed)	Varies	1,000
4.	ON-CALL	TBD*	Security Officer (Unarmed)	Varies	800
5.	ON-CALL	TBD*	Sergeant-Armed (Supervisor)	Varies	500
6.	ON-CALL	TBD*	Lieutenant-Armed (Manager)	Varies	500
			TOTAL HOURS	for On-Call Security:	2,800
			TOTAL OVERALI	SECURITY HOURS:	20,272

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

As stated herein and in the Contract's Exhibit A, Scope of Work, the service schedules specified above are subject to change as the needs of the County may vary. Such changes to any service schedules must first be approved by the Contract Manager. Any changes to the service schedules which are not first approved by the Contract Manager may be deemed as contractor negligence or nonperformance, and may result in withholding of payment, remedies in accordance with Exhibit F, Performance Requirements Summary, and/or assessment of liquidated damages.

EXHIBIT G

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

ALL SITES	LOWER CENTRAL YARD 1525 & 1537 Alcazar Street Los Angeles, CA 90033	UPPER CENTRAL YARD 2275 Alcazar Street Los Angeles, CA 90033
	 reporting to their post. The Security Office Any areas of specific detail will be communication 	eck-in with the Public Works on-site designee prior to r shall then relieve the outgoing Officer from duty. hicated between officer and CM/PWR at shift start. The served with the incoming Officer which may be of
POST DETAILS	 Security Officer on duty shall be alert and i all entry points, and walls/fences to ensure 	ly foot patrols of entire location throughout the shift. nvestigate any suspicious activity, including monitoring there is no unauthorized breach of the premises. bints of emphasis and County equipment to ensure
РО		activity and observations made during each shift which out not limited to; visitors, suspicious noises, attempted
		shift details in a format acceptable to the CM/PWR. M/PWR or on-site designee and relieve their post only coming Officer.

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

EXHIBIT H

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

DATE:	
TO:	
FROM:	

In accordance with the terms of the Security Services for Los Angeles County 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 Los Angeles County Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, Alhambra, California 91803-1331, Attention Contract Manager, within five calendar days of receipt of this notification. Failure to respond within the five day period will be construed as acceptance of the proposed adjustments.

Attach. Contract Discrepancy Report (Exhibit I)

CONTRACT DISCREPANCY REPORT

1.	USER COMPLAINT (to be completed by Contract Manager)
	Today's Date:
	Facility
	Employee Name
	Employee Classification
	Date of Unacceptable Performance
	Description of Unacceptable Performance
	Has this type of unacceptable performance occurred before?: Yes No
	If yes, when?
2.	Contractor Response (to be completed by the Contractor's Contract Director)
Da	ate received from County:
Сс	prrective Action:
Pr	oposed Plan to Prevent Recurrence:
Si	gned Date
	Contractor's Contract Director
Re	eturn to Contract Manager

P:/brcdpub/Service Contracts/CONTRACT/Danny/FIELD SECURITY (OSD-BSD)/2023-S/5 AWARD/Contract Final/11-Exhibit I_Contract Discrepancy.doc

EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY

TO:

Contract Manager/Assistant Contract Manager

FROM:

Contractor (firm name)

I, the undersigned, agree to return to Los Angeles County Public Works upon termination of this Contract for Security Services 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:

P:\brcdpub\Service Contracts\CONTRACT\Danny\FIELD SECURITY (OSD-BSD)\2023-S\5 AWARD\Contract Final\12-Exhibit J_Equipment Inventory.doc

STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

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

BOND FOR FAITHFUL PERFORMANCE

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 PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter County), in the sum of:

Dollars (\$ ______) awful 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 Security Services for Public Works Central Yard and Various Permit Office Locations, Group _____ and is required by said County to give this bond in connection with the execution of said contract.

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, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the contractor by more than twenty-five percent (25%), then written consent of the surety shall be first obtained.

WITNESS our hands this		day of	, 20 <i></i> .
Ву	(Contractor/Principal)	Ву	(Surety)
Ву	(Contractor/Enhisipar)	Ву	(Sulety)
	Its		Its Attorney-in-fact
Ву		By	
	Its	-	Its Attorney-in-fact
Ву		Ву	
	Its		lts





Thursday, May 25, 2023

A SECURITY PARTNERSHIP PROGRAM

FOR

THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Security Services for

Public Works Central Yard and Various Field Office Locations (BRC0000396)

> Local Address 14241 Firestone Blvd., Suite 400 La Mirada, CA 90638 <u>Primary Contact</u> Carl Cunningham, General Manager 415-760-8116 carlcunningham@patrolsolutions.com

2. TABLE OF CONTENTS

2. TABLE OF CONTENTS				
3. LETTER OF TRANSMITTAL				
4. SUPPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES				
5. EXPERIENCE				
Introduction7				
Objective7				
Background: Company Profile7				
Organizational Chart				
Key Staff				
Description of Experience				
References				
Minimum Mandatory Requirements Compliance				
6. WORK PLAN				
Approach to the Scope of Work				
Staffing Plan				
Security Director				
Training Programs				
Equipment				
Transition Plan and Timeframes				
Random Site Inspections 40				
Security Guard Background Checks				
Form LW-8				
7. QUALITY ASSURANCE PROGRAM				
A. Policies and Procedures for Quality Control				
B. Inspection Fundamentals				
C. Quality Control Documentation, Review, and Reporting				
8. NO SUBCONTRACTORS				
9. FINANCIAL RESOURCES				
10. LICENSES AND CERTIFICATIONS				
PPO License				

11. INSURANCE AND BONDS		
Form PW-13		
Form PW-16		
12. RECORD KEEPING		
Form LW-9		
13. FORMS LIST		
Declaration for Security Services for Public Works Central Yard and Various Field Office Locations (BRC0000396)		
PW-1: Proposer's Organization Questionnaire/Affidavit		
PW-2: Schedule of Prices		
PW-3: Certification of Compliance		
PW-4: Contractor's Industrial Safety Record97		
PW-5: Request for Preference Consideration		
PW-6: Proposer's Reference List		
PW-7: Equal Employment Opportunity Certification		
PW-9: Proposer's Debarment History and List of Terminated Contracts		
PW-10: Community Business Enterprise (CBE) Information		
PW-12: Proposer's Pending Litigations and Judgments		
PW-13: Proposer's Insurance Compliance and Affirmation		
PW-15: Statement of Equipment Form		
PW-16: Compliance with the Minimum Mandatory Requirements		
LW-3: Living Wage Rate Annual Adjustments		
LW-7: Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology 110		
LW-8: Staffing Plan and Cost Methodology111		
LW-9: Wage and Hour Record Keeping for Living Wage Contracts		
14. LIVING WAGE ORDINANCE 127		
15. BID GUARANTY		
16. ADDITIONAL INFORMATION 134		

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 Glendale Water & Power.

Patrol Solutions is a California-based regional security company which has proven to be resourceful with large scale capacity. Recent successes include ramping up multiple emergency response security programs. These programs include an 85-officer deployment in 1 week (San Francisco), 10 armed officers in the same day (LA), and a 10-officer, 10-site deployment in 24 hours (Inland Empire and LA). Our management team is also experienced serving major public agencies throughout California, and we apply best practices in all instances.

Patrol Solutions is built on a strong and reliable foundation: our people, our training, our processes, and our supervision to assure quality. Patrol Solutions fosters a strong sense of accountability and ownership across the organization. At Patrol Solutions, the entire team performs as one body, conditioned to support one another. Together, we are focused on delivering outstanding customer service. Patrol Solutions has read and reviewed the RFP and understands the nature of the work to be accomplished. After you have evaluated our proposal, we are confident that you will find that Patrol Solutions is highly suited and well qualified to meet and exceed your specific security needs.

The individuals authorized to represent the company are:

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

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

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

Respectfully,

Carl Cunningham

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

4. SUPPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES

Statement of Information

ARAL OF THE



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		-FILED- File No.: BA20221231238 Date Filed: 12/9/2022
	(916) 653-3516		
Entity Details			
Limited Liability C	Company Name	PATROL SOLUTIONS, LLC	
Entity No.		201629910319	
Formed In		CALIFORNIA	
Street Address of Princ Principal Address		6060 SUNRISE VISTA 1500 CITRUS HEIGHTS, CA 95610)
Mailing Address of LLC Mailing Address		6060 SUNRISE VISTA 1500 CITRUS HEIGHTS, CA 9561()
Attention			
Street Address of Califo			
Street Address of	California Office	6060 SUNRISE VISTA 1500 CITRUS HEIGHTS, CA 95610)
Manager(s) or Member	(s)		
	Manager or Member Name	Manager or M	tember Address
 Klinton Keho 	e	2348 JUNCTION CT RANCHO CORDOVA, CA 956	70
Agent for Service of Pro California Registe	ocess red 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

 Image: CEO Name
 CEO Address

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	12/09/2022		
Signature	Date		

Page 2 of 2

5. EXPERIENCE

Introduction

Patrol Solutions (PS) is pleased to present this proposal for providing the County of Los Angeles Department of Public Works (County) a comprehensive and industry-leading security program in response to the RFP for Security Services for Public Works Central Yard and Various Field Office Locations (BRC0000396). PS is ideally qualified to provide security services for these locations, and meets or exceeds all requirements as outlined in the RFP. PS has developed a thorough understanding of the requirements that are directly comparable to your security needs, including areas such as critical infrastructure, facility security, patrol procedures, employee safety, customer service, and cultural sensitivity. In addition, our director of operations, Felix Guerrero, has direct experience managing the security program for the DPW in the past when he worked for another security company.

Objective

Our overall objective is to design and implement a comprehensive security program that will meet and exceed your expectations, and deliver exceptional security services by a highly trained and professional staff. We have read and reviewed the scope of work and understand your objectives. Our team of security professionals assesses your site and your requirements, plans a customized security program, implements the solution, and consistently maintains quality services throughout the duration of the contract. We use the following key components, processes, and philosophies to meet this objective:

- Detailed, organized, and clear processes that are communicated to the officers and management team.
- Strict hiring standards and procedures with extensive security and background checks.
- · Well-balanced employee compensation package to attract and retain quality employees.
- Ongoing supervision, quality control, and support. Disciplined and verifiable on-site field inspection standards and procedures.
- Reliable guard tour system to ensure maximum client satisfaction.
- Regular performance evaluation of employees, processes, and security program.
- Well-established and communicated corporate philosophies and professional leadership skills and team. Exceptional experience serving government agencies, including public utilities and public works departments, as well as contracts requiring vehicle patrols and multiple sites.

Background: Company Profile

Patrol Solutions as a company was founded in 2010 under its original name of Tactical K-9 & Patrol Solutions in California in an effort to bridge the gap between law enforcement and security services by training officers to "police" an area in an engaged manner – meaning the regulation and control of a community, especially for the maintenance of public order, safety, and health. This is a level above the standard detect, deter, observe, and report protocols held by most private security companies. We accomplish this increased vigilance through officer support, training, supervision, individual professional development, and our emphasis on the employee pipeline. We have a train-your-replacement methodology that brings people together for a common cause – primarily the successful execution of objectives in a positive environment. In 2016, Klinton Kehoe (the COO) became owner of the company and officially shortened the name to "Patrol Solutions."

In a roundabout way, Patrol Solutions has benefitted from the recent trend of international companies' constant acquisition of regional security firms. We have been able to hire top performing security managers specifically to inject a customer-oriented experience for clients who are interested in a responsive, attentive, and accessible security management team that really puts the client at the forefront. Thus, our company is comprised of a management and leadership base of experienced security professionals who prefer working in a more personal environment with a more local scale. Patrol Solutions works to provide responsive decision making to every individual client, and also strives to recognize each employee's efforts and contributions while providing a road to successful career development. By fostering a sense of personal responsibility within each manager, supervisor, and security officer, the entire team is focused on delivering fantastic customer service for all of our clients.

Patrol Solutions, LLC (doing business as: Patrol Solutions), is headquartered in Citrus Heights, California, and has been providing armed and unarmed contract security services to a wide variety of markets since 2010. We are a limited liability company. Our clients include government agencies and municipalities as well as various types of properties and entities in the private sector. With a custom-tailored approach to each of our clients' security needs, PS provides unmatched security solutions to meet the specific needs of different agencies and businesses.

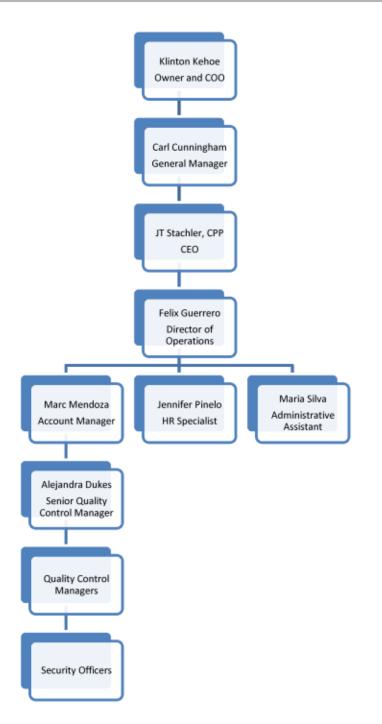
Patrol Solutions specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. PS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge and receptionist services; security console operation; dispatch services; bike and Segway patrols; alarm response; inmate watch services; and other specialized client-requested security. We serve a variety of government agencies as well as private entities. PS operates out of five offices throughout California and employs about 170 security officers. PS is licensed as a qualified security patrol operator by the state of California/Bureau of Security and Investigative Services (license number PPO 119966). Our offices are located in Citrus Heights, Concord, Sunnyvale, La Mirada, and San Bernardino.

For the Department of Public Works Central Yard and Various Field Office Locations project, we will operate out of our La Mirada office.

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

Organizational Chart

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



Key Staff

Klinton Kehoe Owner and COO



Expertise

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

Professional Affiliations

American Society of Industrial Security (ASIS)

BSIS

Klinton Kehoe is the owner and chief operating officer 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.

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.

JT Stachler, CPP Chief Executive Officer



Expertise

Security Operations, Security Management, Security Threat Assessments, Risk Training, Security Technology, Internal and External Investigations, Client Relations, Risk Management

Education

Corban University: B.S. – Business Management and Communication

Certifications

Certified Protection Professional (CPP) – ASIS International

Affiliations

Past Security Officer Recognition Day Chair and Chapter Newsletter Chair, ASIS International

Past Vice Chair of the Olympic Mountain Chapter, ASIS

Volunteer Security Consultant, Multiple Nonprofit Organizations Patrol Solutions' chief executive officer, JT Stachler, is a Certified Protection Professional. After doing some independent consulting for Patrol Solutions, he officially joined the company in 2023.

JT began his career in the early '90s as a police officer before transitioning to the private security industry. He has worked for several international private security companies and served as a manager for various major accounts. When it comes to private security, he is highly experienced in project management, business management, and operations management.

In the past, he has been a high-ranking manager for the internal security teams of major corporations such as Microsoft, the EMP Museum, Zulily, Comcast, and Transamerica. All of his past experiences led him to become a highly sought-after independent security consultant.

In the realm of business management, JT has prepared and maintained budgets for significant accounts, and he managed multi-million dollar profit and loss portfolios. As a project manager, he has developed training plans, post orders, and personnel selection policies. In operations management, he has developed and managed regional, national and global security programs. JT is also proficient in a variety of security technologies, including Lenel, IDV Solutions, MIR3, Milestone, AtHoc, Genetec, AMAG, ProWatch, and more.

As an ASIS-certified CPP, JT has earned the internationally recognized gold standard of excellence for security management professionals. His decades of experience leading major security operations make him an ideal fit for Patrol Solutions.

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 growthoriented 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 Bachelor of Arts in Sociolog	Cal State University Northridge	Northridge, California				
		Criminology, Social Research, Behavi	ioral Studies, Statistics, and				
	September 1988-May 199	Glendale Community College	Glendale, California				
	Graduated 1988	Glendale High School	Glendale, California				
Work Experience	2014-2019	Cypress Private Security Sant	a Fe Springs, California				
	Security Director						
	administration of s strategies. Overse	and direction in all areas of security. Directs ecurity, establish and monitor long range orga is Scope of Work contracts are met. Attends in and Board Directors to ensure security issu	anization goals and meetings and collaborates				
	2011-2014	ABA Protection	Valencia, California				
	Operations Manager Job responsibilities include scheduling, threat assessments, managing executive protecti accounts, supervise security personnel; manage assignments and deployment of off duty lar 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, ar 						
	 Job responsibilities include the following: Handling calls for service, customer service, an problem solving. Interviewing victims, witnesses, and suspects for criminal investigations Investigations which included all criminal and non criminal incidents and documentin reports. Arresting and booking suspects. Training new field police officers and providing u to date training. Investigated criminal incidents with follow through, locating evidence, filin cases with the District Attorney, and testifying in court proceedings. 						
	 Assigned as a Field Training Officer in 2003- 2005. 						
	Assigned as a Burglary/A	auto Theft Investigator in 2007-2010.					
	1988 – 1994	Sears	Glendale, California				
	Loss Prevention Agent						
		de assets protection, monitoring CCTV cidents, and documenting reports.	, private arrest of shoplifters				

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.

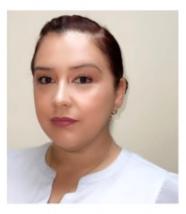
Maria entered the security industry in 2016 after over a decade in other fields. Beginning as guard at an airport where she provided access control, personnel escort, plane searches, and fire watch duties, she developed a thorough understanding of delivering services in the field. Her field experience 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

Aviation Safeguards

Gather, review, calculate and enter payroll data from handwritten timesheets using WinTEAM
payroll module for over 500 employees

3/1/2014 - Present

Los Angeles, CA

- 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.

Page 23

Unarmed Security Guard

Aviation Safeguards

- 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

Ortega's Transport INC

- Provided customer service and addressed customer issues in a timely manner
- Screened and directed calls; received and directed visitors ٠
- Performed administrative and office activities for multiple supervisors ٠
- Provided data entry support, including tabulating and posting of data in company software ٠
- 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

4/13/2007 - 3/1/2014 Los Angeles, CA

2/1/2004 - 4/13/2007

Los Angeles, CA

Description of Experience

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

- Los Angeles Police Department
 - \$2 million per year
 - o 2/2017 to 06/2019
 - Unarmed and armed officers to provide security guard services through the entire LA Basin, including El Pueblo, libraries, public hygiene facilities, water treatment plants, city buildings, jails, and the police communication tower.
- · Housing Authority of the City of Los Angeles
 - \$5.5. million per year
 - o 09/2013 to 11/2018
 - Armed and unarmed services for a major housing authority. Mobile patrols, foot patrols, access control, emergency response, concierge functions, customer services, CCTV monitoring, alarm systems, operation of X-Ray machines.
- City of Glendale
 - \$600,000 per year
 - o 04/2012 to 06/2019
 - Unarmed services for the City's libraries, public auditoriums, parking structures, office buildings, transit depot, Water & Power department facilities, and 27 parks. Duties include mobile and foot patrols, access control, lockup procedures, call response, and more.
- Civic Center BID (San Francisco)
 - \$500k per year
 - 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
 - o \$7 million per year
 - o 09/2008 to 06/2019
 - Unarmed and armed services for the second-largest public transit system on the West Coast. Security provided for office buildings, vehicle yards, and other SFMTA facilities. Duties include operating a security operations control center, fare/revenue escort, access control, anti-graffiti unit, mobile and foot patrols, emergency response, and cooperating with local police.
- East Bay Municipal Utility District
 - o \$2.5 million per year
 - o 07/2004 to 06/2019
 - Unarmed services for 19 EBMUD sites, including office buildings, yards, water treatment plants, construction sites, water aqueducts, and wastewater facilities. Duties include operating a security operations control center, mobile patrols (including remote sites), foot patrols, access control, lockup procedures, emergency response, CCTV surveillance, cooperating with police.
- Department of General Services (Ronald M. George State Office Complex)
 - \$3.1 million per year
 - o 5/2015 to 06/2019
 - Unarmed guards monitor cameras, access control, metal detectors, hand held wands, foot patrol of grounds including public areas, floors, and garages. We work in conjunction with CHP to provide security for California Supreme Court.

Our management team has directly served a number of major clients. Among the largest and most complex are the San Francisco Municipal Transportation Agency (SFMTA), the Los Angeles Police Department, the City of Glendale, and the East Bay Municipal Utility District. In addition to lobby duties, our team has experience with access control screening (visual, X-ray station, magnetometer, and wand screening) and the operation and monitoring of a variety of electronic security technology such as a proximity card access system and fire control center. Our leadership team regularly evaluates current policies and procedures in order to improve all aspects of security. Vigilant, ongoing evaluation of our security goals ensures that every facet of security meets its stated goals.

References

Patrol Solutions' experience in providing security services for operations similar to the County is extensive. We are proud to represent and support a range of clients in different industries as well as a variety of sites. Rest assured that when we develop your security program, we tap into decades' worth of collective knowledge and experience. We strive to earn each client's trust *every* day that we provide services for them. We believe that each of our clients is pleased with the security we provide. It is with great confidence we present to you this list of references.

- Arts District of Los Angeles Business Improvement District: Miguel Vargas, Executive Director
 - o 213-880-1332
 - o 1801 E. 7th St. | Los Angeles, CA 90021
 - Miguel@artsdistrictla.org

- Unarmed officers provide bicycle, foot, and vehicle patrols of the business improvement district. Officers provide visible deterrent to trespassing, vandalism, and illegal camping. Special emphasis on community engagement, with customer service through active patrolling, and incident reporting.
- Our local manager, Felix Guerrero, has been serving ADLA since 2016. Patrol Solutions began 09/2020.
- Contra Costa Water District: Norberto Martinez, Facilities Maintenance Administrator
 - o 925-688-8146
 - facilities@ccwater.com
 - o 01/08/21 to present
 - o 1331 Concord Ave. | Concord, CA 94520
 - As-needed security services. Vehicle and foot patrols, key control, regulating access, securing facilities/structures/open space, assisting authorized individuals. Serving the 13-acre campus.
- City of San Francisco Human Services Agency: Joseph Villatoro, Security Liaison Officer
 - o 415-850-6341
 - o 1440 Harrison St. | San Francisco, CA 94103
 - joseph.villatoro@sfgov.org
 - Access control and screening services for COVID response centers
 - o 06/15/2020 to present
 - Unarmed security services for multiple City-managed hotels and congregate sites. This
 project is part of the City of San Francisco HSA COVID emergency response. Duties
 include access control, foot patrols, emergency response, and serving as a visible
 deterrent to unwanted activities.
- Logix Federal Credit Union: Tyson Humpherys, Manager Safety & Security Operations
 - o 818-565-2155
 - o P.O. Box 6759 | Burbank, CA 91510
 - thumpherys@lfcu.com
 - Our local manager has been serving since 2016. Patrol Solutions began 04/2020.
 - o COVID-related special coverage for nine locations throughout Los Angeles County

Felix Guerrero's References

Felix, our director of operations, had a great career in the security industry even before joining Patrol Solutions. The following references are contracts Felix personally managed when he worked for other security companies. He has prior experience serving the DPW headquarters security contract.

- Los Angeles County Department of Public Works (Headquarters): Robert Gresham, Contract Administrator
 - o 562.861.0316
 - <u>RGRESHAM@dpw.lacounty.gov</u>

- Provide lobby and field security services
- \$2 million annual
- Our Director of Operations, Felix Guerrero, personally managed this contract from March 2009 to February 2020
- Armed and unarmed services for the LAC DPW headquarters contract (various sites). Duties include lobby and field security services, gate and checkpoint monitoring, access control, security for construction projects, and special details (additional as-needed responsibilities). Patrol Solutions' Director of Operations, Felix Guerrero, personally managed this security contract.
- Los Angeles Police Department Security Division: Alejandro DiazValle, Contract Security Liaison Officer
 - o 213-978-4679
 - 41897@lapd.online
 - o Provide security for libraries, parks, commercial properties, and historical sites
 - \$2 million annual
 - Patrol Solutions' Director of Operations, Felix Guerrero, directly managed this contract from 2001-2009, and from 2016-February 2020
- City of Glendale Water & Power: Martin Powers, Project Manager Security
 - o 8181-937-8987
 - mpowers@glendaleca.gov
 - Unarmed coverage for GWP facilities including the water and power facilities. Mobile patrol coverage included various City public facilities including libraries and 27 parks.
 - \$80,000 annual
 - Felix Guerrero directly managed this contract from March 2012-2019.

Minimum Mandatory Requirements Compliance

1. PPO License

PATROL SOLUTIONS

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LICENSE NUMBER: 119966 LICENSE TYPE: PRIVATE PATROL OPERATOR
LICENSE STATUS: CURRENT EXPIRATION DATE: FEBRUARY 28, 2025
SECONDARY STATUS: ADMINISTRATIVE FINE
CITY: CITRUS HEIGHTS STATE: CALIFORNIA COUNTY: SACRAMENTO ZIP: 95610
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2. Years of Experience

Patrol Solutions was founded in 2010 and has been providing security services ever since, to both private and public institutions. All of our managing employees have well over five years of experience in security and surpass the minimum of three years of security supervisory experience.

3. Supervising Employee's Experience

As stated in our Key Staff profiles/team resumes, our supervising employee, Felix Guerrero, has well over the minimum three years of experience.

6. WORK PLAN

Approach to the Scope of Work

It is the goal of Patrol Solutions that all of our security services will ensure the safety of patrons, vendors, and your employees. By providing a visible presence, our officers serve as a visual deterrence to crime and other unwanted activities. By performing their duties in an engaged, alert, and responsive manner, officers will create a safe environment for everyone. Whenever possible, officers will assist patrons, vendors, and County employees as long as doing so does not compromise their security duties.

Our experienced and knowledgeable security management team begins by reviewing your stated needs. After assessing current security, our team then designs a new security program customized to your requirements and tailored specifically for your project. The Patrol Solutions approach when designing the best security program for you is to meticulously analyze the site: location (area), activities, public interest, and other stakeholders. In particular, PS pays special attention in addressing the following factors:

24/7 Quality Control Manager Program – Quality control managers are available 24/7 via phone, text, and email. They conduct proactive site checks and ensure that field officers are performing up to standards. They evaluate officers' uniforms and equipment, review daily activity reports, and assist with any patrol or protocol modifications. Their time of visit varies from day to day. QCMs are mobile (marked security vehicles) and also respond to any emergencies or incidents. They not only supervise and manage the officers in the field, but also reward and discipline them. If necessary, QCMs can assist in 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 marked security vehicles for this project. Officers will undergo training to ensure safe and proper use of the vehicle within the DPW property.

Customer Service – All PS officers must undergo and complete customer service training. Officers will support County employees in any capacity as long as the officers can safely complete their post duties. Likewise, officers who work at facilities where they will interact regularly with the public will be comfortable doing so. They will be able to provide public information to visitors and have basic knowledge of the general area and services. Officers will, at all times, be polite, courteous, respectful, and responsive to any person authorized to be at the site.

Special Events – Patrol Solutions has the capacity to handle special events coverage with a minimum of four hours' advance notice. Simply reach out to Felix and he will ensure that any special coverage is accommodated.

Access Control – Officers will be aware of who is allowed to enter the site, and will handle any procedures (identification checks, bag checks, scanning, etc.) in accordance with the post orders. Trespassers located on the premises are asked to leave. If a crime has occurred, the officer observing the incident will sign the citizen's arrest form and provide testimony when summoned to do so. CCTV images are retained when possible to aid in future prosecution.

24/7 Dispatch Center – Patrol Solutions operates a centralized dispatch service staffed 24 hours per day, 7 days per week for maximum responsiveness. In addition, all supervisors have a smartphone, and have access to a work computer in the account manager's office.

Safety – All safety hazards are documented and reported to the PS account manager and your pertinent management. Issues that immediately threaten building occupants or business operations are addressed in accordance with the post orders. The account manager actively participates in the client's health and safety committee meetings as well as the Injury and Illness Prevention Program. PS will, at all times, maintain a trained and skilled force capable of performing all necessary security functions and patrol rounds, including operating building protection devices and other equipment.

Monitoring and Alarm Systems – Officers will be trained and familiar with any monitoring and alarm systems in use at their assigned site. This includes the desk consoles (employee access control and alarm computer, CCTV video monitors, DVRs, etc.), emergency/fire alarms and other fire safety systems and equipment, computer programs, voice intercom systems, and other electronic systems in use. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. Our team is experienced in operating electronic security systems, and site-specific training will ensure that the systems will be used to their maximum potential.

Reporting and Documentation – All PS officers are trained to write accurate and detailed reports. Officers will complete the appropriate reports for each shift. Reports include daily activity reports, conditions reports, incident reports, and others as assigned. Any officer who knowingly falsifies a report will be disciplined up to and including termination from employment. Officers are fluent in English and able to communicate verbally as well as via report writing. Officers will maintain a log of security violations and report occurrences to supervisors as quickly as possible. In the event of any maintenance requests, officers will forward such requests to the proper representative.

Handling Disruptive Individuals – PS officers are trained in "verbal judo" and the importance of communication, especially in handling disorderly people. PS officers are trained in projecting a professional image and are skilled in diffusing potentially volatile situations. Our company training manager is also a certified Management of Aggressive Behavior Instructor. MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace.

Rules and Regulations – All officers and supervisors learn the County's rules and regulations as well as those of their specific assigned site. Officers' appearance and uniforms will be neat and adhere to your standards. All equipment they have access to will be used solely for on the job purposes. Cell phones and any other electronic devices shall only be used for work duties (guard tour tracking, report writing, on the job communication, emergencies, etc.). Officers will not be engaged in or conduct any personal business or any business outside those described in the contract at any time while on duty.

Code of Ethics – PS officers follow our established code of ethics. In particular, the following apply to all employees: ethical responsibilities; courtesy in all circumstances; respectful treatment of others; and no use of inappropriate language. No officer shall accept any kind of gratuity. Each PS officer shall conduct himself or herself with the highest level of integrity.

Confidentiality – All PS employees are trained in confidentiality and how to handle sensitive information. (All information at a site is deemed sensitive and is not to be shared by PS staff.) The training and enforcement includes areas such as: interfering with legal processes, withholding information, and disclosure of information. All PS officers are trained in the area of providing relevant and important information to human resources, the client manager, or the facility manager. This includes knowledge of misconduct by a fellow employee. The PS team understands the importance of operating and providing services as a unified front. A single individual's performance, or lack thereof, impacts the perception of the entire company. The individual officer will report any information he or she might have as it relates to: illegal activity, misconduct, and use of drugs or alcohol.

Emergency Response – PS will design and implement an emergency plan that will address responses to threats and potential emergencies. The plan is based on the nationally-recognized Incident Command System (ICS) for emergency response. PS understands that changing security needs in the case of an emergency or major incident may require PS to respond with additional staff. PS is fully prepared to increase our security services in the event of an escalation in the security level (emergencies, civil unrest, fire, or special events). PS will work closely with your management to escalate and de-escalate the need for additional staffing at the site. In the event of an emergency, PS uses the following procedures to ensure that trained staff are on-hand to fill all shifts at the site, including scheduled absences as well as increases in staffing:

- Cross-training PS cross-trains field managers and flex officers. This allows us to have additional support ready to help in an emergency.
- Back-up Staffing PS has a pool of qualified officers who can be available to work on relatively short notice in the event of an escalation and need for additional staff. This includes officers who may be currently assigned to another post as well as flex officers.
- Emergency Planning Our guidelines are designed to help us maintain security services before, during, and after an emergency. This includes situations such as earthquakes, major fires, major civil unrest, or major escalation of the security level. Because each client and each situation is unique, PS works with client management to implement preventive measures such as additional training and site-specific emergency planning.
- Emergency Response Vehicle PS operates an emergency response vehicle especially equipped for emergency situations and special events. Our emergency equipment is always at the ready, and includes power generators, indoor/outdoor lighting systems, light rescue equipment. All of the emergency equipment is checked monthly. This specially-equipped vehicle enables PS to respond during an emergency incident or scheduled special events.

Staffing Plan

Patrol Solutions will utilize its training and managerial resources in order to implement a site assessment and training program throughout the transition and delivery of the work plan. Led by Felix Guerrero, our local team will be able to focus on what matters most: officer development with the goal of customer service and asset protection. As our managers begin updating the post orders and implementing our work plan, they will use some of the following resources. For the benefit of the County, our officers, managers, and client will be supported by our manned 24/7 watch commander station. Our managers are available 24/7 via phone, text, and email as well. Every shift, we have mobile quality control managers (QCMs) who conduct on-site supervision and support. QCMs perform unannounced site visits and have the authority to discipline officers. Delivery of service will not just be in the field. The team at the local office is available to help officers with uniforms, inquiries, and schedule changes if needed. We know the tasks required and are prepared to evaluate and improve wherever possible.

Recruitment Process

We post our open positions on job websites such as Indeed, LinkedIn, and our own company website. Job fairs, the Employment Development Department, flyers, word of mouth, trade shows, and employee referrals are other ways we recruit. Our first intention always is to try and promote from within whenever possible. Whenever we have qualified and deserving internal candidates who are ready to advance in their careers, we try to promote them. Our two most effective recruiting mediums are word of mouth and our online postings. Word of mouth referrals in particular have made a significant impact, as many of our employees are actually recruited by their family members and friends.

Personnel Selection Process

As an equal opportunity employer, PS seeks to hire the best employees in each market served. In order to meet our overall goal of 100% customer satisfaction, the personnel selection process is carefully designed to find the most suitable individuals for each post. The overall objective of our personnel selection process is to have a pool of top-quality professionals on-hand, ready to take on any assignment.

Application: After the applicant has successfully completed the initial questionnaire and progresses to the next phase of the hiring process, the applicant will complete an extensive application. PS takes great pride in providing our clients with accurate and detailed reporting; the applicant must also demonstrate clarity, detail, and accuracy when completing the application document.

Interview: To best assess a potential employee, PS has implemented a multi-step interview process.

- Human Resources Review of Application: After the applicant has completed a comprehensive application form, our human resources department reviews the application to find out if there is a fit between PS and the applicant. We have a full-time recruiting manager overseeing this process.
- Hiring Manager Interview: The hiring manager will conduct an interview with the applicant to better understand the candidate's qualifications and to determine how the applicant satisfies the requirements for a specific assignment. During times when we need to interview many candidates, the recruiting manager will assist with interviews.
- Optional Client Interview: As the last interview step, an on-site interview may be conducted by the client if the client chooses this option.

During the interview process, the applicant's language and communication skills are assessed. An applicant must be able to speak, read, and write proper English in order to proceed successfully through the PS personnel selection process.

Training & Work Verification: All applications are verified against listed information. Training is verified with copies of certificates or diplomas, or by contacting relevant organizations. After verification of work experience and training, each new PS employee will complete and pass required PS training modules.

Annual Verifications of Certificates: PS conducts annual verifications of all licenses required for security officers and other staff. In addition, twice a year PS will conduct a check against the Department of Motor Vehicles (DMV) for all officers assigned to the site.

We will adhere to the staffing plan as described in the RFP in Form LW-8. Whenever possible, and if so desired by all involved parties, we seek to retain incumbent officers.

Security Director

Marc Mendoza is our proposed account executive/account manager (Patrol Solutions' on-site supervisor) for this contract. He will function as the daily point of contact for the DPW and manage the project on a day to day basis. His work experience and resume are provided in section 5 of this proposal under the subsection "Key Staff." Marc reports to Felix Guerrero, the director of operations.

Training Programs

Patrol Solutions is committed to the professional growth of every employee within the company. Training is an ongoing process that never stops. All of our active officers are AB2880 compliant and have completed mandatory BSIS training. They must successfully complete the 8-hour BSIS guard card course. In addition, there is a 32-hour BSIS continuing education series of courses. Armed officers are required to have completed the mandatory BSIS training for armed guards. Initial training for new employees is, at a minimum, 8 hours. This includes live training in the field. Depending on the complexity of the position, the field training could range from one full day to one full week, or possibly more. In addition, we can provide field training on an as-needed basis throughout the duration of the project. On-the-job training plans can be further developed and refined after the start of the contract, in the context of a full understanding of the site.

Outline of Training Manual

To provide you with an outline of our training manual, the following items are listed in the table of contents of our officer handbook. We can provide a copy of our handbook upon request.

- Introduction
- Primary Mission Statement
- Security Professional Job Description
- Emergency Response
- Bomb Threats
- General Rules and Procedures
- Special Events
- Reports
- Handling of Complaints
- Liability Issues
- Laws
- Summary

We also strive to promote ongoing training and officer development. Our director of operations, Felix Guerrero, is a certified trainer in various disciplines including firearms training.

Types of Training

Client-specific Training – PS will train all staff assigned to a client's site in accordance with the specific duties unique to the site and post. Depending on the complexity of the position, the length of time spent

on client-specific training will vary. In dynamic environments, site-specific training may be ongoing to match evolving needs.

Scenario-based Training – Scenario-based training involves real-life situations that are either role-played between the teacher and the student, or video scenarios that are presented and discussed amongst the class.

Cross-training – Officers may be cross-trained on other posts and/or locations in the case of emergency or need for additional officers at that location. Cross training also prepares officers to perform fill-in duties and even further enhance their skill sets.

CPR and First Aid Training – If needed, security officers will receive CPR and first aid training for adults and infants. Certified trainers conduct these trainings in accordance with Red Cross standards to earn a Red Cross certification.

A Note on Training

Our managers will be building and then training our officers based on the materials provided by the following organizations:





Felix Guerrero's Training Certifications

Felix, our director of operations, is a certified trainer for several disciplines, and he can and will provide relevant training to officers assigned to this project so that they will have all of their necessary certifications/licenses before beginning on-site work.

Firearm Training Academy: BSIS Guard Card firearm permit, BSIS PR24 baton, and additional outside training.

American Bike Patrol Services: Bike training certification, bikes repairs, and uniforms.

He is also a certified instructor for the following:

- AVADE (workplace violence and hands-on tactical defense)
- American Red Cross: First Aid/CPR/AED and bloodborne pathogens

Training Curriculum

To best prepare officers for their duties, Patrol Solutions' training is tailored for each client and each post. Training is an ongoing process and is overseen by a dedicated training manager.

	Available Training Courses	
Access Control	First Aid and CPR (Red Cross)	Parking and Traffic
Active Shooter	Handcuffing	Policies and Procedures
Advanced Criminal Law	Handling Difficult People	Port Safety
Advanced Search and Arrest	Illness and Injury Prevention 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

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 marked security vehicles, a site cellphone for the security director, and identification badges for all employees. We will provide flashlights and spare batteries. Any officers who are equipped with a baton will carry the appropriate certification. Armed officers are equipped with a County-approved firearm as described in the RFP. These firearms have been approved by senior management and all armed officers are fully trained and certified.



Vehicles

Our marked security patrol vehicles are equipped with flashlights, traffic cones, flares, bannerguard tape, a first aid kit, blanket, and other necessary equipment.







Transition Plan and Timeframes

Our transition plan begins once we receive the awarded contract. The transition timeline indicates the projected lead time and schedule we typically use in normal circumstances after being awarded the contract. Patrol Solutions will:

- Seek to understand and operate in harmony with current work-flow.
- Anticipate and assess the potential impact on various departments and constituencies.
- Learn all rules, policies, and procedures at the site and within the operation.
- Implement the most effective tools, materials, and technology.
- Execute a systematic and smooth transition of responsibility that instills confidence.

As phases of the transition plan conclude, PS incorporates necessary changes and provides updated plans to the client. Administering a complete security program is a multi-step process including: security assessment, security team selection, management team selection, on-site leadership, recruiting, training, monitoring, and supervision and support functions.

Key Personnel Duties and Responsibilities: Before the transition starts, PS will identify the key personnel who will be responsible for delivering the security services and define their duties during the transition.

Documentation, Communication, and Training: PS, together with the client, will establish ongoing communication methods and requirements needed to operate the security program. During the transition process, PS also prepares training schedules that outline training topics, responsible managers, and required attendees.

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

Transition Timeline

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:
 - o Evaluate field officers' physical appearance, equipment, and performance.
 - Conduct general review of the site.
 - o 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.

Forms LW-8.1 through 8.4 are included as Exhibit A.2, Staffing Plan and Cost Methodology

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.
- 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

NA > Officer:	Client:					D	ete:		
wint → Officer: wint Post	Locatio	n:					-	 -	
Post		Day Shift		Hours:					
		Swing Shift	>						
red at Start of Shift		Grave Shift	1	Post					
ou agree to and acknowledge that you have taken your instructed and required breaks during your shift.		ent Received at		Shift				 	
	By sign								

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

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

PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT

PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT

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

TRO

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.

TIME	DAILY ACTIVITY REPORT (DAR)	GE
	ů	
		_
	LUNCH BREAK	
		_
		_
	×	
	SECOND 10 MINUTE BREAK	
		_
		_

Incident Report

3

Client:		NCIDENT F				
		Address:		Phone Number:		
Type of Incident:		Place of Incid	ent:			
Date & Time of Incider	at-		Police/Fire	Notified		
sale & Time of Incident.			Police/Fire Notified. Yes			
			Client Notif No	ied:		
Name of Reporting Pe	rson:		supervisor	Notified:		
	NAMES OF VICTIN	S. WITNESSES	PERSONS	NVOLVED ETC.		_
V - Victim W - Witne			, 1 21001101			
Name	Contact Number		0	rganization/Address		_
				gamzadoni i tadi coo		
		SCRIPTION O				_
(Example: Brand, Mod	del, Color, Year, License	or Serial Numbe	r)			
×						_
		NARRA	TIVE			
	/Injury (WHO – WHAT- W					
Description of Incident	, , ,					
Description of Incident						
Description of Incident						_
Description of Incident						
Description of Incident						
Description of Incident						
Description of Incident						

5

SOLUTIONS		

INCIDENT REPORT

NARRATIVE (Continued)				
Description of Incident/Injury (WH	O – WHAT- WHERE – WHEN –	HOW)		
		ţ,		
×				
Reporting Person's Name:	Signature:	Date/Time of Report: 2016-04-	PAGE 2	OF 2

Conditions Report



Patrol Solutions

CONDITIONS REPORT

Client Site			Date of Report
Site Address			Time of Observation

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

Location

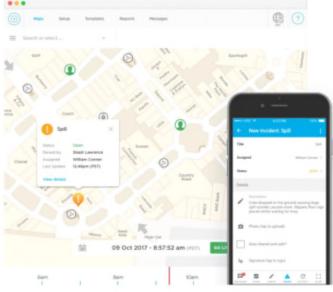
Condition Observed

Reported By:	

C. Quality Control Documentation, Review, and Reporting

GuardTek is a full-service and versatile guard touring solution with real-time tracking of officers that also provides customizable reporting capabilities, communication channels for dispatch functions, and a web portal for client usage.

Intelligent location and communication tools empower our distributed field teams and give you peace of mind. Continuous tracking through GPS, QR near-field communication (NFC), codes, 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.

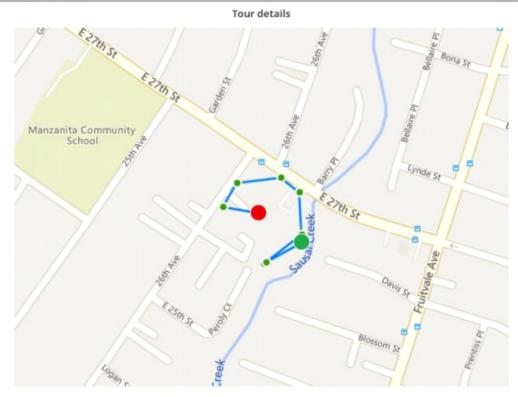
GuardTek also supports daily activity reports, incident reports, and other customizable reports as needed. Officers complete these reports on the app, which are stored online and available 24/7 for the client to review as well. Reports include timestamps, photos, text notes, priority levels, and notification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

8/3/2022 5:57:12 PM 8/3/2022 6:17:02 PM 00:20 01:00 (+/- 0 min.) Comments: Tour was ended normally Are Missing Tags Justified? No Reason for Missing Tags:
Are Missing Tags Justified? No Reason for Missing Tags:
Reason for Missing Tags:
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Compliance Activity / Incidents
% Compliance Total Tags: Total: 0

Tag Name	Tag S/N	Order Read	Tag # in Tour	Time	
Employee LL Entrance	FC4978515B27706	1	3	5:57 PM	SP 47: 25.90* N. 122* 13: 19.13*U SP 47: 25.90* N. 122* 13: 19.13*U
Rear Gates	FC49785151FBA53	2	10	6:02 PM	Ar 25.12" N.12" 13' 20.92" W

Tag Name	Tag S/N	Order Read	Tag # in Tour	Time	
Main Bldg.	FC4978515236397	6	8	6:08 PM	JUNE JUNE JUNE
Main Parking Lot	FC49785156E43E0	7	4	6:10 PM	Sr 4r 27.91 * N.122 * 13 · 19.26 * M



All of these reports are made available to the client online. Most clients prefer to receive one email per day that contains all of that day's reports. This is mainly so that the person receiving the reports isn't constantly bombarded throughout the day with notifications. However, we can adjust the frequency of these reports based on your preference.

8. NO SUBCONTRACTORS

Patrol Solutions understands that subcontractors are not to be used to perform any of the contracted work. We will **not** enlist the use of subcontractors for this contract.

9. FINANCIAL RESOURCES

Three Most Current Financial Statements (Confidential)

Financial Statements are omitted for confidentiality purposes

10. LICENSES AND CERTIFICATIONS

PPO License



PATROL SOLUTIONS

LICENSE NUMBER: 119966 LICENSE TYPE: PRIVATE PATROL OPERATOR LICENSE STATUS: CURRENT EXPIRATION DATE: FEBRUARY 28, 2025 SECONDARY STATUS: ADMINISTRATIVE FINE CITY: CITRUS HEIGHTS STATE: CALIFORNIA COUNTY: SACRAMENTO ZIP: 95610

Upon award of contract, we will provide you with the BSIS guard cards for officers assigned to this contract.

11. INSURANCE AND BONDS

Form PW-13

FORM PW-13

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Patrol Solutions

Proposer's Name

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

Address



If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

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

Form PW-16

FORM PW-16

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Patrol Solutions

Proposer's Name

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

Address

1 F

Proposer <u>will</u> provide a performance bond as set forth in this Request for Proposals, as described in the Fourteenth Paragraph of the Sample Agreement, and Proposer <u>will</u> procure, maintain, and provide the County the performance bond, substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bond shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon.

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

12. RECORD KEEPING

Form LW-9

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. 1.	TRACKING HOURS WORKED 1. How does the Proposer track employee hours actually worked?	1.1. We use Trackforce Valiant to track employee hours actually worked.
1.	 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? 	 Officers report to work at their work location. They clock in using the GuardTek m-Post app at the beginning of their shift.
1.	 If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location? 	1.3. Employees' shifts begin when they arrive at their work location at the designated start time. They clock in when their shift begins.

1 of 6

		FORM LW-9
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
 REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method? 		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.
	COS OF ACTUAL TIME WORKED	3.1. There is a master schedule that documents the official start and end times of every employee's actua
beginnin work shi	ng and ending times of employee's actual ifts?	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
	cords are maintained by the Proposer of me worked?	times are verified, a manager uses the system to generate a payroll detail report. Employees also fill out
	records maintained daily or at another (indicate the interval)?	a paper timesheet. 3.2. The Trackforce Valiant system creates a payroll detail report which documents the beginning and
	reates these records (e.g., employee, sor, or office staff)?	ending times of each employee's actual work shifts. The report also includes other related and relevant information to ensure accurate records are documented and archived.
3.5. Who ch checking	hecks the records, and what are they g for?	3.3. The records are maintained daily and in real time. 3.4. The account manager and/or office staff create these records using Trackforce Valiant.
3.6. What ha	appens to these records?	3.5. The account manager checks the electronic records to make sure that clock-in times match
	y used as a source document to create ar's payroll?	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
	ACTUAL COPIES OF THESE RECORDS blank out any personal information).	document with the actual times to ensure that the employee cannot cheat the system. 3.6. The records are stored in the Trackforce Valiant system. 3.7. Yes, they are used as a source document for payroll.
		3.8. We have attached a sample payroll detail report. The employee and client names have been redacted.

2 of 6

PROPOSAL

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		FORM LW-9
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4.2. 4.3.	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) If records of actual time worked are not used to create payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document, and what do they compare it with prior to approving it?	 4.1. Records of actual time ARE used to create payroll. The manager checks the Trackforce Valiant system with the employees' timesheets to verify actual time worked. 4.2. The account manager prepares and checks the source document. 4.3. The employees sign their physical paper timesheets. 4.4. The account manager approves the source document, which is the payroll detail report. It is compared with the paper timesheets. In addition, the electronic guard tracking system (which is also used for clock-in and clock-out) is geofenced so that employees cannot clock in when they are not actually at their work site, and if they walk off the work site they will be automatically clocked out. We also have a 24/7 quality control manager (QCM) program. Every shift, a QCM will make at least one unannounced
5.2.	BREAKS How does the Proposer know that employees take mandated breaks and meal breaks (periods)? Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?	site visit to verify that the officers are all performing their duties appropriately. 5.1. The electronic guard tracking app also tracks employee meal breaks. Employees also fill out their paper timesheet which includes their breaks, and they sign those physical sheets. 5.2. We save the physical timesheets that employees sign. 5.3. The account manager prepares, reviews, and approves this documentation.

3 of 6

PROPOSAL

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

4 of 6

PROPOSAL

PATROL SOLUTIONS LLC. CALIFORNIA 6060 SUNRISE VISTA SUITE 1500 CITRUS HEIGHTS, CA 95610 VOUCHER NO. 10688

DEPOSIT

THIS IS NOT A CHECK

Redacted

Deposit Amount Description \$1,202.38 Checking

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VOUCHER - NON NEGOTIABLE

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		FORM LW-
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7.	MANUAL PAYROLL SYSTEM	
7.1.	If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.	Patrol Solutions uses an automated payroll system.
7.2.	If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	
8.	AUTOMATED PAYROLL SYSTEM	
8.1.	If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.	8.1. The hours worked during the pay period and the wage rates are input into the payroll system, which will calculate the payroll. The payroll system is linked with the scheduling system and beginning the payroll process is as simple as one click.
8.2	If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?	8.2. It is the manager's responsibility to input the employee's different wage rates into the payroll system's wage matrix for that individual. As long as the information has been inputted accurately, the payroll system will calculate the employee's total wages properly.
8.3.	Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	8.3. The calculation itself is embedded in the software program. However, the manager needs to input the proper data.

5 of 6

	FORM LW-
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
 TRAVEL TIME How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? 	 9.1. Travel time is paid at the the same rate as the employee's wage, plus the required California mileage stipend. 9.2. The employee is paid at the rate of the first job that the employee is leaving.
 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate. 	 9.3.a. The employee would be paid four hours at the the rate under the County Living Wage contract (three hours for working at the location, plus one hour for travel), and four hours at the different rate. 9.3.b. The employee would be paid eight hours at the County Living Wage rate (three hours for working at the first location, one hour for travel, and four more hours for the second location).
 OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates? 	 10.1. Overtime rates will apply to work in excess of 8 hours per day or 40 hours per week; any extended shifts and hours performed at the request of the client; additional personnel or hours requested with less than 72 hours' notice, but only for the first 72 hours. Overtime rate is time and a half. 10.2. Whatever site the employee is working at when they accrue the overtime is the overtime rate they will earn.

6 of 6

PROPOSAL

13. FORMS LIST

Declaration for Security Services for Public Works Central Yard and Various Field Office Locations (BRC0000396)

PROPOSER'S DECLARATION FORM

FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

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:	Carl Cunningham	DATE: 05/05/23

PW-1: Proposer's Organization Questionnaire/Affidavit

FORM PW-1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PF	ROPOSER NAME: Patrol Solutions	COUNTY WEBVEN NUMBER: 199883
B	JSINESS ADDRESS: 14241 Firestone Bi	vd., Suite 400 La Mirada, CA 90638
	ELEPHONE NUMBER: 415-760-8116 TERNAL REVENUE SERVICE EMPLOYER ID	E-MAIL: carlcunningham@patrolsolutions.com DENTIFICATION NUMBER: 201629910319
1.	Select the option that best defines your firm's business structure: Corporation Limited Liability Company (LLC) Limited Partnership Sole Proprietorship Non-Profit Franchise Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): 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:
2.	Is your firm doing business under one or more DBA's?	Name: Country of Registration: Year became DBA:
3.	Is your firm wholly/majority owned by, or a subsidiary of another firm?	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: State of Incorporation or registration of parent firm:
4.	Has your firm done business under other names within last five (5) years ?	If yes, indicate any other names and the year of name change. Name(s): Year(s) of Name Change:

Page 1 of 2

FORM PW-1

(Continued)

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

Page 2 of 2

FORM PW-2

SCHEDULE OF PRICES

FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

PLEASE NOTE: The PW-2 forms to fill out and submit with your proposal may also be accessed electronically at: <u>http://pw.lacounty.gov/brcd/servicecontracts/</u>. Please complete, print, and sign your forms to be included with your proposal submission.

IMPORTANT: Each Group will be evaluated and awarded independently. Your proposal must clearly specify which Group(s) your firm is submitting proposals for.

- 1. The County intends to award two separate service Contracts to two separate Service Location Groups; however, proposers are <u>not</u> required to submit bids for **both** of the Service Location Groups solicited through this RFP. Proposers only need to submit bid Proposals for the specific Service Location Group(s) for which they intend to offer work. Each Service Location Group contains its own estimated hours as reflected on each Schedule of Prices (PW-2 Forms) for each respective Service Location Group. Proposers must indicate which Service Location Group(s) they are submitting bid prices for on this Form and submit completed bid prices for the specific Group as identified by the corresponding Schedule of Prices forms.
- In accordance with these specifications, the undersigned Proposer is herewith submitting the Proposal for the performance of the work described in the RFP and for the locations and estimated hours as detailed in Exhibit G.1 – G.2 for the Service Location Group(s) as follows:

SERVICE LOCATION GROUP	SCHEDULE OF PRICES	SUBMITTED PROPOSAL
GROUP A: Central Yard Sites	PW-2.1A to PW-2.5A	Ves 🗆 No
GROUP B: Building and Safety Permit Offices	PW-2.1B to PW-2.5B	Yes 🗆 No

LEGAL NAME OF PROPOSER Patrol Solutions	Title of Authorized Person General	Manager	
SKONATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL Carl Cunningham	DATE 05/05/23		
LICENSE TYPE PPO	BUSINESS PHONE 310-490-9804	MOBILE PHONE 415-760-8116	
STATE CONTRACTOR'S LICENSE NUMBER	PROPOSER'S ADDRESS		
119966	14241 Firestone Blvd.	., Suite 400	
	La Mirada, CA 90638		

Forms PW-2.1 through 2.5 are included as Exhibit A.1, Schedule of Prices

PW-3: Certification of Compliance

FORM PW-3

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? Yes 🗆 No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? Ves 🗌 No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? Ves 🗆 No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? Yes 🗌 No
			Check the Certification below that is applicable to your company.
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	Board Policy 5.065	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.
	applicable)		OR
	· · ·		□ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable/Trusts.
			Certifies Compliance? Ves No
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	Willing to provide GAIN/GROW participants access to employee mentoring program?
			Yes No N/A-program not available
			Certifies Compliance? Ves 🗆 No
			If No, identify exemption:
	Contractor Employee Jury Service		My business does not meet the definition of "contractor," as defined in the Program.
7	Program Certification Form & Application for Exception	LACC 2.203	My business is a small business as defined in the Program.
			My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? Ves INO

PW-4: Contractor's Industrial Safety Record

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSAL DATE: 05/25/23

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

	2018	2019	2020	2021	2022	Current YTD	Totals
1. Number of contracts.	23	28	34	37	42	44	206
2. Total dollar amount of Contracts (in thousands of dollars).	425,912.29	731,974.71	2,724,276.77	7,554,276.67	8,600,000	1,100,000	21,136,440.44
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	1	4	5	3	13
 Number of lost workday cases involving permanent transfer to another job or termination of employment. 	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	3	12	15	3	33

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

PW-5: Request for Preference Consideration

FORM PW-5

REQUEST FOR PREFERENCE CONSIDERATION

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

PREFERENCE NOT REQUESTED

OR

P F	REFERENCE REQUESTED (SELECT ALL THAT APPLY)	
Prefe	erence Program	Reference
V	Request for Local Small Business Enterprise (LSBE) Program Preference	LACC 2.204
	Certification for Non-Federally Funded County Solicitations	
	Certification for Federally Funded County Solicitations	
	Request for Social Enterprise (SE) Program Preference	LACC 2.205
	Certification for Non-Federally Funded County Solicitations	
	Certification for Federally Funded County Solicitations	
	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	LACC 2.211

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or \$150,000 in response to any county solicitation.



LOS ANGELES COUNTY CONSUMER & BUSINESS AFFAIRS

Board of Supervisors February 21, 2023

Hilda L_ Solis First District

Holly J. Mitchell Second District

Lindsey P. Horvath Third District

Janice Hahn Fourth District

Kathryn Barger Fifth District

Dire ctor Rafael Carbajal

Chief of Staff Joel Ayala

Andrew Tan PATROL SOLUTIONS, LLC 10016 PIONEER BLVD STE 109 SANTA FE SPGS, CA 90670-6218

Vendor #: 199883 Certification Record #: 093178

CERTIFICATION LETTER FOR FEDERALLY FUNDED COUNTY SOLICITATIONS

Dear Andrew Tan,

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) on federally funded solicitations from the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your System for Award Management (SAM) registration as a small business. Your certification expires on June 30, 2023.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which are federally funded and subject to federal restrictions and include the "Request for Preference Consideration* form. You must complete the form and provide a copy of this approval letter in your bid/proposal to receive the preference. To view your L.A. County LSBE certification status, visit: camisvr.co.la.ca.us/webven

As a certified LSBE, your company is also eligible for a 15-day prompt payment through the "Countywide Small Business Payment Liaison and Prompt Pay Program." To request your free Prompt Payment Stamp please email the Office of Small Business at OSB@dcba.lacounty.gov or call (323) 881-3964

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for this certification. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

For guestions about this certification or to learn more about resources available to small businesses you can visit us online at DCBA.lacounty.gov, email us at OSB@dcba.lacounty.gov, or call us at (323) 881-3964.

Sincerely,

Rafael Carbajal Director

AG

Christian Olmos Program Chief, Office of Small Business RC:CO

dcba.lacounty.gov info@dcba.lacounty.gov

320 W. Temple St., RoomG-10, LosAngeles CA, 90012-2706 (213) 974-1452 * (800) 593-8222 * Fax: (213) 687-1137

PW-6: Proposer's Reference List

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Patrol Solutions

PROPOSED CONTRACT FOR: Security Services for Public Works Central Yard and Various Field Office Locations
(BRC0000396)

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-MAJL:		E-MAIL:		
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:	
SERVICE: DEPT/ DISTRICT:	SERVICE DATES:	SERVICE: DEPT/DISTRICT:	SERVICE DATES:	
	SERVICE DATES:		SERVICE DATES:	
DEPT/ DISTRICT:	SERVICE DATES:	DEPT/DISTRICT:	SERVICE DATES:	
DEPT/ DISTRICT: CONTACT:	SERVICE DATES:	DEPT/DISTRICT: CONTACT:	SERVICE DATES:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Security	SERVICE DATES: 09/2020 to present	_	SERVICE: Secu		SERVICE DATES: 01/2021 to present
AGENCY/ FIRM: Arts District of Los Angeles Bus	iness Improvement District	AGENCY/ FIRM: Contra Costa Water District			Water District
ADDRESS: 1801 E. 7th St. Los Angeles, CA 90021		ADDRESS: 1331 Concord Ave. Concord, CA 94520			e. Concord, CA 94520
CONTACT: Miguel Vargas, Executive Director			CONTACT: Norberto Martinez, Facilities Maintenance Administrator		
TELEPHONE: 213-880-1332		TELEPHONE: 925-688-8146			
FAX:		1	FAX:		
E-MAIL: miguel@artsdistrictla.org		E-MAIL: facilities@ccwater.com			

SERVICE: Security	SERVICE DATES: 06/2020 to present		SERVICE: Security	SERVICE DATES: 04/2020 to present	
AGENCY/ FIRM: City of San Fran	ncisco Human Services Agency		AGENCY/ FIRM: Logix Federa	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 Humphery	s, Safety Manager	
TELEPHONE: 415-850-6341			TELEPHONE: 818-565-2155		
FAX:			FAX:		
E-MAIL: joseph.villatoro@sfg	ov.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								
Addres	14241 Firestone Blvd., Suite 400 La Mirada, CA 90638							
Interna	I Revenue Service Employer Identification Number							
that treat sex	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.		YES					
2.	The proposer periodically conducts a self-analysis or utilization analysis of	$\overline{\mathbf{A}}$	YES					
	its work force.	Π,	NO					
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	\checkmark	YES					
	discriminatory against protected groups.		NO					
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include	\mathbf{A}	YES					
	establishment of goals and timetables.		NO					

PW-8: This form is intentionally removed.

PW-9: Proposer's Debarment History and List of Terminated Contracts

FORM PW-9

PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: Patrol Solutions

1. DEBARMENT HISTORY (Check one) YES		NO	
Proposer is currently debarred by a public entity			\sim
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one) YES		YES	NO
Proposer has contracts that have been terminated in t	he past three (3) years.		\sim

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

Name of Service/Contract:	Name of Entity/Agency:	
Entity/Agency Address:		
Contact Person and Title:	Business Phone:	
Termination Date:	Contract Number:	
Reason for Termination:		
Name of Service/Contract:	Name of Estitut/Agency:	
	Name of Entity/Agency:	
Entity/Agency Address: Contact Person and Title:	Business Phone:	
Termination Date;	Contract Number:	
Reason for Termination:	Sonrad Humber.	
Name of Service/Contract:	Name of Entity/Agency:	
Entity/Agency Address:		
Contact Person and Title:	Business Phone:	
Termination Date:	Contract Number:	
Reason for Termination:		

FORM PW-10

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

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

 -INSTRUCTIONS FOR COMPLETING FORM FIFTO	_
Section 1: FIRM/ORGANIZATION INFORMATION	

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

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, OR LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ).Enter all the CBE certifications held by the firm.

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

 Section 1: 	٠	Section	1:
--------------------------------	---	---------	----

TITLE	REFEREN	REFERENCE					
FIRM/ORGANIZATION INFORMATION	and considera	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.					
Total Number of Employees in Cali	fornia:	170					
Total Number of Employees: (include	ding owners)	170					
Race/Ethnic Composition of Firm:	Enter the make-u	up of Owners/Partners/As	sociate Partners into the foli	owing categories:			
		/Partners/Associate Partners	Firm's Perce Ownership Di				
	MALE	FEMALE	MALE	FEMALE			
Black/African American			%	%			
Hispanic/Latino			%	%			
Asian/Pacific Islander			%	%			
American Indian			%	%			
Filipino			%	%			
			100 %	%			

Section 2:

TITLE REFERENCE					
CERTIFICATION AS MINORITY, WOM DISADVANTAGED, DISABLED VETERA GAY, BISEXUAL, TRANSGENDER, QUE QUESTIONING-OWNED (LGBTQQ) BU	ER, AND	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise a public agency, complete the following.			
		r your firm/agency; otherwise, please mark all that apply below:			
Firm/Agency Name	Minority	Women	Disadvantaged	Disabled Vet	LGBTQQ

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:
- Court of Jurisdiction: _____
- Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. Dending Litigation Drive Threatened Litigation Judgment (check one)

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

PW-13: Proposer's Insurance Compliance and Affirmation

FORM PW-13

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Patrol Solutions

Proposer's Name

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

Address



If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

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

PW-14: N/A

PW-15:

FORM PW-15

AFFIRMATION OF COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

PROPOSER MUST CHECK A BOX IN EVERY SECTION Important Note: Information on this form is subject to verification and may not be used for scoring purposes.

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

Subcontracting is not allowed for the purposes of meeting any of the minimum mandatory requirements, including a Subcontractor in your submitted proposal will render your proposal nonresponsive and disgualify your proposal from further consideration. At the time of proposal submission, Proposer must meet all of the following minimum requirements:

- 1. Proposer must possess a valid and active California-issued private patrol operator license at the time of proposal submission.

Yes. Proposer does have the required valid and active license as specified above. *Please* complete the chart below:

Proposer's Name	Active Dates (Month/Yr.)	License Number	Page No. (Provide page of your proposal detailing this info.)
Patrol Solutions	Current - 02/2025	119966	Pg. 27

No. Proposer does not have the required valid and active license as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

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

Yes. Proposer does have the required years of experience providing the type of security services solicited as specified above. *Please complete the chart below:*

Proposer's Name	Experience Dates (Mo./Yr. to Mo./Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Patrol Solutions	From: 2010	Founded in 2010 and continuously providing	Pgs. 7, 8
	To: Present	armed and unarmed security services	90.110

No. Proposer does not have the required years of experience providing the type of security services solicited as specified above. Checking this box will render your proposal nonresponsive and will disgualify of your proposal from further consideration.

Page 1 of 2

V

FORM PW-15

(Continued)

- Proposer's supervising employee(s) must have a minimum of 3 years of experience supervising seçurity operations.
 - Yes. Proposer's supervising employee(s) does have the required years of experience supervising the type of security operations as specified above. Please complete the chart below:

Employee's Name	Experience Dates (Mo./Yr. to Mo./Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Klinton Kehoe,	From: 2009	Began career in security in 2009, became	Pg. 10
Owner	To: Present	owner of Patrol Solutions in 2016	

- No. Proposer's supervising employee(s) does not have the required years of experience supervising the type of security operations as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
- 4. Proposer must submit a Bid Guarantee of 10 percent of the proposed annual price, as specified in Part I, Section 2.A.15, Bid Guarantee. A separate Bid Guarantee must be submitted for each Service Location Group the Proposer is submitting a proposal for. <u>Subcontractors will not be</u> <u>allowed to fulfill this requirement.</u>
 - Yes. Proposer submitted the required Bid Guarantee(s) as specified above in an amount no less than 10 percent of the proposed annual price. Page number of your proposal where the Bid Guarantee(s) is/are included: Section 15, Bid Guaranty
 - No. Proposer does not submit the required Bid Guarantee(s) as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
- 5. If awarded a contract, Proposer shall provide a faithful performance bond in an amount no less than 50 percent of the annual contract amount, as specified in Part II, Sample Agreement.
 - Yes. If awarded a contract, Proposer agrees to provide faithful performance bond annually in an amount no less than 50 percent of the annual contract amount.
 - No. Proposer does not agree to provide faithful performance bond annually in an amount no less than 50 percent of the annual contract amount. Checking this box will render your proposal nonresponsive and will disgualify of your proposal from further consideration.

Proposer declares through their signed Declaration Form submitted with their Proposal, under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Page 2 of 2

PW-16:

FORM PW-16

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Patrol Solutions

Proposer's Name

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

Address

d F

Proposer <u>will</u> provide a performance bond as set forth in this Request for Proposals, as described in the Fourteenth Paragraph of the Sample Agreement, and Proposer <u>will</u> procure, maintain, and provide the County the performance bond, substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bond shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon.

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

FORM LW-3

Living Wage Rate Annual Adjustments

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

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

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

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

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

FORM LW-7

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

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

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

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

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

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

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

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

LW-8: Staffing Plan and Cost Methodology

Forms LW-8.1 through 8.4 are included as Exhibit A.2, Staffing Plan and Cost Methodology

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

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. 1.1.	TRACKING HOURS WORKED How does the Proposer track employee hours actually worked?	1.1. We use Trackforce Valiant to track employee hours actually worked.
1.2.	Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?	1.2. Officers report to work at their work location. They clock in using the GuardTek m-Post app at the beginning of their shift.
1.3.	If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	1.3. Employees' shifts begin when they arrive at their work location at the designated start time. They clock in when their shift begins.

1 of 6

		FORM LW-9
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
 REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method? 		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.
	COS OF ACTUAL TIME WORKED	3.1. There is a master schedule that documents the official start and end times of every employee's actua
beginnin work shi	ng and ending times of employee's actual ifts?	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
	cords are maintained by the Proposer of me worked?	times are verified, a manager uses the system to generate a payroll detail report. Employees also fill out
	records maintained daily or at another (indicate the interval)?	a paper timesheet. 3.2. The Trackforce Valiant system creates a payroll detail report which documents the beginning and
	reates these records (e.g., employee, sor, or office staff)?	ending times of each employee's actual work shifts. The report also includes other related and relevant information to ensure accurate records are documented and archived.
3.5. Who ch checking	hecks the records, and what are they g for?	3.3. The records are maintained daily and in real time. 3.4. The account manager and/or office staff create these records using Trackforce Valiant.
3.6. What ha	appens to these records?	3.5. The account manager checks the electronic records to make sure that clock-in times match
	y used as a source document to create ar's payroll?	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
	ACTUAL COPIES OF THESE RECORDS blank out any personal information).	document with the actual times to ensure that the employee cannot cheat the system. 3.6. The records are stored in the Trackforce Valiant system. 3.7. Yes, they are used as a source document for payroll.
		3.8. We have attached a sample payroll detail report. The employee and client names have been redacted.

2 of 6

PROPOSAL

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		FORM LW-9
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4.2.	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) If records of actual time worked are not used to create payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document, and what do they compare it with prior to approving it?	 4.1. Records of actual time ARE used to create payroll. The manager checks the Trackforce Valiant system with the employees' timesheets to verify actual time worked. 4.2. The account manager prepares and checks the source document. 4.3. The employees sign their physical paper timesheets. 4.4. The account manager approves the source document, which is the payroll detail report. It is compared with the paper timesheets. In addition, the electronic guard tracking system (which is also used for clock-in and clock-out) is geofenced so that employees cannot clock in when they are not actually at their work site, and if they walk off the work site they will be automatically clocked out. We also have a 24/7 quality control manager (QCM) program. Every shift, a QCM will make at least one unannounced with the part in the function.
5.2	BREAKS How does the Proposer know that employees take mandated breaks and meal breaks (periods)? Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?	site visit to verify that the officers are all performing their duties appropriately. 5.1. The electronic guard tracking app also tracks employee meal breaks. Employees also fill out their paper timesheet which includes their breaks, and they sign those physical sheets. 5.2. We save the physical timesheets that employees sign. 5.3. The account manager prepares, reviews, and approves this documentation.

3 of 6

PROPOSAL

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

4 of 6

PROPOSAL

PATROL SOLUTIONS LLC. CALIFORNIA 6060 SUNRISE VISTA SUITE 1500 CITRUS HEIGHTS, CA 95610 VOUCHER NO. 10688

DEPOSIT

THIS IS NOT A CHECK

Redacted

Deposit Amount Description \$1,202.38 Checking

2211111134030 800164800140800000

VOUCHER - NON NEGOTIABLE

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		FORM LW-
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7.	MANUAL PAYROLL SYSTEM	
7.1.	If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.	Patrol Solutions uses an automated payroll system.
7.2.	If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	
8.	AUTOMATED PAYROLL SYSTEM	
8.1.	If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.	8.1. The hours worked during the pay period and the wage rates are input into the payroll system, which will calculate the payroll. The payroll system is linked with the scheduling system and beginning the payroll process is as simple as one click.
8.2	If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?	8.2. It is the manager's responsibility to input the employee's different wage rates into the payroll system's wage matrix for that individual. As long as the information has been inputted accurately, the payroll system will calculate the employee's total wages properly.
8.3.	Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	8.3. The calculation itself is embedded in the software program. However, the manager needs to input the proper data.

5 of 6

PROPOSAL

		FORM LW-
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9.2	TRAVEL TIME How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:	 9.1. Travel time is paid at the the same rate as the employee's wage, plus the required California mileage stipend. 9.2. The employee is paid at the rate of the first job that the employee is leaving. 9.3.a. The employee would be paid four hours at the the rate under the County Living Wage contract
	 a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate. 	9.3.b. The employee would be paid eight hours at the County Living Wage rate (three hours for working at the location, plus one hour for travel), and four hours at the different rate.
10.1	OVERTIME 1. How does the Proposer calculate overtime wages? 2. What if the employee has multiple wage rates?	 10.1. Overtime rates will apply to work in excess of 8 hours per day or 40 hours per week; any extended shifts and hours performed at the request of the client; additional personnel or hours requested with less than 72 hours' notice, but only for the first 72 hours. Overtime rate is time and a half. 10.2. Whatever site the employee is working at when they accrue the overtime is the overtime rate they will earn.

6 of 6

PROPOSAL

14. LIVING WAGE ORDINANCE

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

15. BID GUARANTY

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



Bid Bond

CONTRACTOR:

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

SURETY:

(Name, legal status and principal place of business) ASCOT INSURANCE COMPANY 55 West 46th Street New York, NY 10036

OWNER:

(Name, legal status and address) COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS 900 South Fremont Avenue, Alhambra, CA 91803-1331

BOND AMOUNT: Ten Percent of Amount bid (10% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any) Security Services for Public Works Central Yard and Various Field Office Locations (BRC0000395) - Location Group A: Central Yard Sites

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

	PATROL SOLUTIONS	
	(Principal)	(Seal)
Witness)		
1 1 11	(Title)	
1. Dury	ASCOT INSURANCE COMPAN	IY Share
Witess) An Ausul Samantha Russell	(Surety)	Attas (Seal)
Witness) Samantha Russell	que	15101
	(Title)	Tracy Aston, Attorney in Fact
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A Document A310 [™] – 2010. Copyright © 1963, 1970 and 2010 by The	American Institute of Architects. Al	i rights reserved.
		1. A. A.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

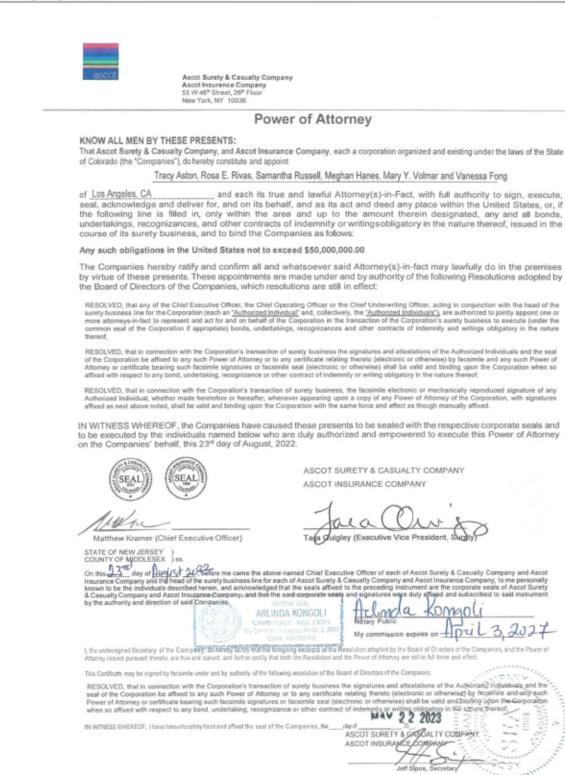
On <u>**MAY 222023**</u> before me, <u>Vanessa Fong, Notary Public</u>, personally appeared <u>Tracy Aston</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature of Notary Public Signature _



All Claims Notices should be sent to: Ascot Surely & Casualty Company, 55 W 46th Street, 26th Floor, New York, NY 10036; Atter

ntion Bond Claim Unit; suvetyclaims@ascottoroup.com

16. ADDITIONAL INFORMATION

Patrol Solutions has a number of competitive advantages that make us the logical choice as the preferred security provider for the County of Los Angeles. These competitive advantages have been developed over the years and show how the PS team focuses on living up to our mission statement: "Our mission is to provide the best security workforce management services, delivered with excellent customer service, for quality clients."

- Experienced and Engaged Management Team PS' executive and management team are readily available to provide support to the on-site staff and all of our clients. Our field management team remains engaged with all site activities. You will have direct access to upper management. Our upper management has backgrounds in managing major public utilities operations, and will apply this expertise for the benefit of the County of Los Angeles Department of Public Works. Felix Guerrero, our director of operations, has direct experience serving the DPW security contract in the past, when he worked for another security company, and he is exceptionally familiar with the needs, priorities, and values of the County.
- Cultural Sensitivity PS is a particularly diverse company, employing people from a range of different backgrounds and cultures. With a corporate focus on hiring a diverse workforce, we've developed a high level of cultural sensitivity.
- Dispatch Center PS operates a 24/7 dispatch center that supports all field personnel and allows staff to monitor assets in the field (vehicles and employees). The dispatcher is also the central hub for emergencies or special requests.
- Customer Service Focus We know that customer service is crucial in providing a complete security solution for officers who interact with the general public. PS has developed several programs and training methodologies to enhance the customer service skills for our officers.
- Emergency Response PS develops emergency plans for all clients. PS has specially-equipped vehicles and trained staff to handle different emergencies. These emergency response plans are designed in accordance with the Incident Command System.

It is our hope that you and your team have developed a favorable opinion about Patrol Solutions, and that we have been able to address how we will develop, implement, and deliver the best possible security program for the County of Los Angeles Department of Public Works Central Yard and Various Field Office Locations.

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

The Patrol Solutions Team

Agreement





LOS ANGELES COUNTY

BY AND BETWEEN

LOS ANGELES COUNTY

PUBLIC WORKS

AND

PATROL SOLUTIONS, LLC

FOR

SECURITY SERVICES FOR PUBLIC WORKS FIELD LOCATIONS GROUP B, BUILDING AND SAFETY PERMIT OFFICES (BRC0000396)

TABLE OF CONTENTS

AGREEMENT FOR

SECURITY SERVICES FOR PUBLIC WORKS FIELD LOCATIONS GROUP B, BUILDING AND SAFETY PERMIT OFFICES (BRC0000396)

			PAGE
AGREEMENT			1-5
EXHIBIT A Scor	be of V	Nork	A.1-28
EXHIBIT A.1 Sch	edule	of Prices	1-5
EXHIBIT A.2 Staf	fing P	Plan and Cost Methodology	1-4
	-	contract General Requirements	
Section 1	Inter	rpretation of Contract	
	Α.	Ambiguities or Discrepancies	B.1
	В.	Definitions	
	C.	Headings	B.3
Section 2	Star	ndard Terms and Conditions Pertaining to Contract Administration	
	Α.	Amendments	B.4
	В.	Assignment and Delegation	B.4
	C.	Authorization Warranty	
	D.	Budget Reduction	B.5
	E.	Complaints	B.6
	F.	Compliance with Applicable Laws	
	G.	Compliance with Civil Rights Laws	B.7
	Н.	Confidentiality	
	I.	Conflict of Interest	B.8
	J.	Consideration of Hiring County Employees Targeted for Layoffs or	
		are on a County Re-employment List	B.8
	K.	Consideration of Hiring GAIN and GROW Participants	B.9
	L.	Contractor's Acknowledgment of County's Commitment to Child	
		Support Enforcement	
	M.	Contractor's Charitable Activities Compliance	B.9
	N.	Contractor's Warranty of Adherence to County's Child Support	
		Compliance Program	B.10
	О.	County's Quality Assurance Plan	B.10
	Ρ.	Damage to County Facilities, Buildings, or Grounds	B.10
	Q.	Employment Eligibility Verification	B.11
	R.	Counterparts and Electronic Signatures and Representations	B.11
	S.	Fair Labor Standards	B.11
	Т.	Force Majeure	
	U.	Governing Laws, Jurisdiction, and Venue	B.12
	V.	Most Favored Public Entity	B.12
	W.	Nondiscrimination and Affirmative Action	B.13
	Х.	Nonexclusivity	
	Υ.	No Payment for Services Provided Following Expiration/Suspension	on/
		Termination of Contract	B.14

	Ζ.	Notice of Delays	B.14
	AA.	Notice of Disputes	B.14
	BB.	Notice to Employees Regarding the Federal Earned Income Credit	B.15
	CC.	Notices	
	DD.	Publicity	B.15
	EE.	Public Records Act	B.16
	FF.	Record Retention and Inspection/Audit Settlement	B.16
	GG.	Recycled-Content Paper Products	
	HH.	Contractor's Employee Criminal Background Investigation	.B.18
	II.	Subcontracting	
	JJ.	Validity	B.20
	KK.	Waiver	B.20
	LL.	Warranty Against Contingent Fees	B.20
	MM.	Time Off for Voting	
	NN.	Local Small Business Enterprise Utilization	
	00.	Compliance with County's Zero Tolerance Human Trafficking Policy	
	PP.	Method of Payment and Required Information	
	QQ.	Compliance with Fair Chance Employment Hiring Practices	
	RR.	Compliance with the County Policy of Equity	
	SS.	Contractor Independence	
Section 3	Term	inations/Suspensions	
	Α.	Termination/Suspension for Breach of Warranty to Maintain	
		Compliance with County's Child Support Compliance Program	B.24
	В.	Termination/Suspension for Convenience	
	C.	Termination/Suspension for Default	
	D.	Termination/Suspension for Improper Consideration	
	E.	Termination/Suspension for Insolvency	
	F.	Termination/Suspension for Nonadherence to County Lobbyists	
		Ordinance	.B.27
	G.	Termination/Suspension for Nonappropriation of Funds	
Section 4	Gene	eral Conditions of Contract Work	
	Α.	Authority of Public Works and Inspection	B.28
	В.	Cooperation	
	C.	Cooperation and Collateral Work	B.28
	D.	Equipment, Labor, Supervision, and Materials	B.28
	E.	Gratuitous Work	
	F.	Jobsite Safety	B.28
	G.	Labor	.B.29
	Н.	Labor Law Compliance	.B.29
	I.	Overtime	B.29
	J.	Permits/Licenses	B.29
	K.	Prohibition Against Use of Child Labor	B.29
	L.	Public Convenience	
	M.	Public Safety	
	N.	Quality of Work	
	О.	Quantities of Work	

	P. Safety Requirements	B.30		
	Q. Storage of Materials and Equipment			
	R. Transportation			
	S. Work Area Controls	B.31		
	T. CARD	B.31		
Section 5	Indemnification and Insurance Requirements			
	A. Independent Contractor Status	B.32		
	B. Indemnification	B.32		
	C. Workplace Safety Indemnification	B.32		
	D. General Insurance Requirements			
	E. Compensation for County Costs	B.37		
	F. Insurance Coverage Requirements			
Section 6	Contractor Responsibility and Debarment			
	A. Responsible Contractor	B.38		
	B. Chapter 2.202 of the County Code			
	C. Nonresponsible Contractor			
	D. Contractor Hearing Board	B.38		
	E. Subcontractors of Contractor			
	F. Prohibition of Contract with Suspended, Debarred, Ineligible or			
		B.40		
Section 7	Compliance with County's Jury Service Program			
	A. Jury Service Program	B.41		
	B. Written Employee Jury Service Policy	B.41		
Section 8	Safely Surrendered Baby Law Program			
	A. Contractor's Acknowledgment of County's Commitment to the Safely			
	Surrendered Baby Law			
	B. Notice to Employees Regarding the Safely Surrendered Baby Law.	B.43		
Section 9	Compliance with County's Living Wage Program			
	A. Living Wage Program	B.44		
	B. Payment of Living Wage Rates	B.44		
	C. Contractor's Submittal of Certified Monitoring Reports	B.45		
	D. Contractor's Ongoing Obligation to Report Labor Law/Payroll			
	Violations and Claims			
	E. County Auditing of Contractor Records	B.46		
	F. Notifications to Employees	B.46		
	G. Enforcement and Remedies	B.46		
	H. Use of Full-Time Employees			
	I. Contractor Retaliation Prohibited	B.48		
	J. Contractor Standards			
	K. Neutrality in Labor Relations	B.49		
Section 10	Social Enterprise Preference Program	B.50		
Section 11	Local Small Business Enterprise (SBE) Preference Program	B.51		
Section 12	Disabled Veteran Business Enterprise Preference Program			
Section 13	County Defaulted Property Tax Reduction Program Compliance			
Section 14	Compliance with Employee Retention Policy	B.54		

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

P:brcdpub/Service Contracts/CONTRACT/Danny/FIELD SECURITY (OSD-BSD)/2023-S/5 AWARD/Contract Final/Group B/Draft/1-TOC.docx

AGREEMENT FOR

SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FIELD LOCATIONS GROUP B, BUILDING AND SAFETY PERMIT OFFICES

THIS AGREEMENT, made and entered into this <u>19th</u> day of <u>March</u>, 2024, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Patrol Solutions, LLC, a California Limited Liability Corporation, located at 13314 Mapledale Street, Norwalk, California (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

<u>WITNESSETH</u>

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on May 25, 2023, hereby agrees to provide services as described in this Contract for Security Services for Various Public Works Field Locations, Group B, Building and Safety Permit Offices.

<u>SECOND</u>: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices (Forms PW-2.1B through PW-2.5B); Exhibit A.2, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G, Security Service Group Locations and Schedules; Exhibit H, Notice of Proposed Payment Adjustment; Exhibit I, Contract Discrepancy Report; Exhibit J, Equipment Inventory, Damage, and Loss Liability; Exhibit K, Statement of Loss County Security Equipment; Exhibit L, Bond for Faithful Performance; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Forms PW-2.1B through PW-2.5B. The sum for the initial annual term is \$606,161; the sum for the first optional annual term is \$628,394; the sum for the second optional annual term is \$651,623; the sum for the third and final optional annual term is \$675,639; and a month-to-month extension up to 6 months at the PW-2.4B rates for \$337,820, for a total not to exceed maximum potential contract sum of \$2,899,637 for the entire contract period if all optional terms are exercised or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms.

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

FIFTH: This Contract's initial term will be for a period of one year commencing upon Board approval. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for CONTRACTOR performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

<u>EIGHTH</u>: In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>NINTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum. <u>TENTH</u>: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

By_

ATTEST:

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

and Cleber By

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

Bv Deputv

Margaret Ambrose Type/Print Name



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

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

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

47 March 19, 2024

JEFF LEVINSON INTERIM EXECUTIVE OFFICER

PATROL SOLUTIONS, LLC

Its President

Bv

Its Secretary

Type/Print Name

9532

P:/brcdpub/Service Contracts/CONTRACT/Danny/FIELD SECURITY (OSD-BSD)/2023-SI5 AWARD/Board Letter/OSD-BSD Security - Encl. A.2 (Agreement).doc

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 Los Angeles

On January 5, 2024 before me, Bert Matsuzaki, Notary Public (Here insert name and title of the officer)

personally appeared Klinton Kehoe

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s)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

BERT MATSUZAKI COMM. # 2466924 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY COMM. EXP. OCT. 17, 2027

ADDITIONAL OPTIONAL INFORMATION DESCRIPTION OF THE ATTACHED DOCUMENT Agreement for Security Services ... (Title or description of attached document) Enclosure A.2 (Title or description of attached document continued) Number of Pages <u>5</u> Document Date____ CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) □ Partner(s) Attorney-in-Fact \mathbf{e}



(Notary Public Seal)

Trustee(s)

Other ___

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and If needed should be completed and atta hed to the document. Acknolwedgents 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

SECURITY SERVICES FOR PUBLIC WORKS FIELD LOCATIONS GROUP B, BUILDING AND SAFETY PERMIT OFFICES (BRC0000396)

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

Public Works' Contract Manager (CM) for this service will be Ms. Jemellee Cruz of our Building and Safety Division for Group B, Building and Safety Permit Offices. Ms. Cruz may be contacted at (626) 458-6369, or jcruz@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The CM may at their sole discretion, designate additional Public Works Representatives (PWR) for their respective facilities/locations delegating them the authority to also request work under this Contract. The CM and/or PWRs are the only persons authorized by Public Works to request work from the Contractor. Public Works may change the CMs and/or PWRs at any time. The Contractor will be notified in writing in the event of a change in the CM and/or PWRs.

B. <u>Work Locations</u>

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

• Exhibit G: Group B – Building and Safety Permit Offices

Work locations and the number of hours may be increased or reduced during the Contract period at the discretion of the CM and/or PWR. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works facilities, County facilities, or job sites. Any such addition or reduction in work will be provided to the County upon request from the CM at an increase or decrease in cost in accordance with the rates quoted in Forms PW-2.1B through PW-2.4B, Schedule of Prices, for the appropriate Contract term.

C. <u>Requests of Work from the Contractor</u>

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

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included at the rates quoted by the Contractor in the applicable Form PW-2B, Schedule of Prices, for the Group Location, unless stated otherwise in the Contract. Contractor shall adhere to any changes made by the CM and/or PWR to service schedules and/or

service type, as security service needs may vary, as noted in Exhibit G, Security Services Group Locations and Schedules. The supervisory line items on Schedule of Prices, Forms PW-2.1B through 2.4B for Security Supervisor and Security Manager are reserve hours for on-call duty should additional work be required at a given post which calls for supervisory level detail. These items will be provided by the Contractor only upon request and sole discretion of Public Works. For example, the CM may request an armed security officer for a post which previously required an unarmed security officer, and vice versa. Contractor shall bill at the hourly rates shown on the Form PW-2B, Schedule of Prices, for the level of security services requested by the CM.

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

- E. <u>Work Description</u>
 - 1. Basic Function
 - a. Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned locations; safeguard County property against fire, theft, vandalism, and illegal entry; observe and report activity pertinent to the security of the premises; document and log information and provide information to the CM and/or PWR; and provide information and other assistance.
 - b. Contractor shall provide a security vehicle for the performance of patrols as required by the Contract when requested and authorized by Public Works. Vehicle travel costs incurred in the performance of required patrols shall be reimbursed at the County's current employee permittee mileage rate upon approval from the CM and/or PWR, which will be provided to the Contractor upon request. Should the Contractor's staff personnel use their personal vehicles to perform any work required by the Contract, mileage fees paid to the Contractor shall be reimbursed by the Contractor to their staff personnel.
 - 2. Performance Standards
 - a. Security officers shall not eat, read, or use laptop computers, or any handheld personal audio or video electronics, or similar devices at any time while at their assigned posts.
 - b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.

- c. Security officers shall be in appropriate uniform attire as outlined in this Exhibit A, Scope of Work, Section J.1, Contractor-Furnished Items. Security officer uniforms shall include black shoes and badges at all times. Uniform hats are not required.
- d. Security officers shall not remove or borrow County materials or equipment, or items owned by employees of the County. This includes heaters, fans, radios, food in employee break room refrigerators, etc.
- e. Security officers shall not leave their assigned post until properly relieved.
- f. Security officers shall not use any County telephones for personal use. Any communication not related to the contracted services is prohibited. Only calls related to the contracted services, such as making or receiving calls to or from their supervisors or County representatives is permitted.
- g. Security officers shall always present a professional demeanor. Excessive socializing with the public or County employees during the security officer's working hours is discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable manner.
- i. Security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the CM and/or PWR.
- 3. Knowledge and Skills
 - a. Security officers shall be able to write and speak English, prepare clear and concise reports, and remember facts and details concerning specific situations.
 - b. Security officers shall have a good knowledge of self-defense and public restraint procedures.
 - c. Security officers shall be able to communicate effectively with individuals and the general public.
 - d. Security officers shall have good knowledge of their assigned post orders, including recognizing areas requiring enhanced vigilance or more frequent patrolling/surveillance.

- e. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.
- f. Security officers shall have at the ready, contact information for local law enforcement in the event of an emergency.
- 4. Attendance
 - a. Security officers shall be punctual and have regular attendance.
 - b. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall notify the on-site CM and/or PWR for the specific facility prior to the scheduled starting time.
 - c. In addition, Contractor shall provide a substitute within an hour of the scheduled time.
 - d. Security officer(s) shall not relieve the duties of their post for any amount of time before the end of their scheduled shift, without prior notification to, and permission from the CM and/or PWR.
- 5. Patrols (Vehicle and On-Foot)
 - a. Security officers shall conduct all vehicle and foot patrols as defined by the CM and/or PWR. Locations requiring vehicular patrols shall be conducted on routes as defined by the CM and/or PWR. Routes or points of emphasis along the designated routes may vary at the discretion of the CM and/or PWR. All patrols, vehicular or on foot, shall be varied in time, route, path, and frequency so as to avoid the development of predictable routine or pattern.
 - b. Security officers conducting vehicle patrols shall log daily tour reports complete with vehicle information, patrol start and end time, notes of any suspicious activity, and mileage incurred during the patrol. The County reserves the right to request odometer readings for any potential discrepancy in mileage reimbursement claims.
 - c. All duty officers shall have a functioning mobile phone and shall maintain it charged and operational, and on their person at all times with the number provided to the CM/PWR should they need to make any emergency calls. Additionally, each duty guard shall be equipped with a two-way radio on their person at all times in the event that cell service is out of range or inoperable for any reason. Any instance of the security officer's non-responsiveness during his/her scheduled patrol may constitute contractor nonperformance and incur penalties in accordance with this Exhibit A, Scope of Work,

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

- d. Where applicable, the Contractor shall provide real-time tracking using Global Positioning System (GPS) enabled location monitoring for all duty guards. Software to track security officer's location must be web-based and accessible to the contract manager and any additional Public Works personnel requested. Tracking software shall maintain a minimum of 30 days of tracking data that can be retrieved through the software.
- 6. Reports and Logs
 - a. Security officers shall maintain daily security log sheets which shall be archived and made available each day to the CM and/or PWR, upon request. Logs may be requested to be submitted via email daily or weekly at the discretion of the CM or PWR for any given location.
 - b. Security daily log sheets shall include, but are not limited to, name of officer on-duty, times for the beginning and the end of the daily shift, times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.
 - c. Security officers shall log the description and plate number of vehicles that may be considered suspicious regardless if they do or do not have any apparent destination within the facilities; all off-hours activity shall be logged.
 - d. Security officers shall report immediately (to the facility's on-site Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Contract Manager, within 2 hours after the start of the next County workday, a detailed, narrative report of any incidents concerning the events outlined above.
- 7. Supervisor's Inspection
 - a. Should site inspection be requested by the CM/PWR, the Contractor shall provide sufficient supervisory staff on each shift to ensure that each post assignment may be inspected at least once each shift. Furthermore, to ensure protocols are being followed and/or to mitigate any issues, the Contractor or its designated representative may be required to meet with the facility's on-site Contract Manager.
 - b. The Contractor's supervisor shall attempt to resolve all routine questions concerning the post assignments. Where unresolved

-A.5-

questions arise, the supervisor shall contact the CM and/or PWR for direction. In the event of an emergency, the supervisor <u>shall be</u> <u>notified immediately</u> by the security officer on-duty.

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

F. <u>Responsibilities of the Contractor</u>

- 1. Contractor shall not use any Subcontractor(s) in the performance of this Contract.
- 2. Contractor shall possess and maintain a valid and active California-issued private patrol operator license throughout the duration of the Contract.
- 3. Contractor shall have a minimum of 5 years of experience providing security services to private or public institutions performing the type of services detailed in this Exhibit A, Scope of Work.
- 4. Contractor's supervising employee shall have a minimum of 3 years of experience supervising security operations similar to those detailed in this Exhibit A, Scope of Work.
- 5. Contractor shall provide an annual performance bond in the amount not less than 50 percent of the total annual Contract term amount for all Contract terms including optional years, if exercised.
- 6. Contractor shall adhere to any requests for changes in service schedules and service type, as the needs of the County may vary. Contractor shall provide security officer(s) at the level and rate requested at the discretion of the CM and/or PWR.
- 7. Where applicable, Contractor shall ensure patrol rounds are made with the use of a Detex wand per frequency requested by the CM and/or PWR for

each shift. In the event the wand is inoperable, tours shall be done manually, reported and logged.

- 8. Where applicable, Contractor shall ensure GPS tracking is operational and guards have provided real-time access to the CM/PWR or on-site designee each shift. In the event the GPS tracking is inoperable, tours shall be done manually, reported and logged. Additionally, the hourly rate billed for shifts requiring GPS tracking will be billed at the rate for non-GPS enabled security officer until the GPS tracking is enabled and accessible.
- 9. General Responsibilities shall include the following:
 - a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.
 - b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall fluently speak and write the English language.
 - c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
 - d. Security officers shall be over the age of 18.
 - e. Security officers shall have a working knowledge of pertinent Penal Code Sections, i.e., powers of arrest, etc.
 - f. Security officers shall be registered and be certified by the State of California, Bureau of Security and Investigative Services (BSIS.) and shall fulfill any other State or local license requirements. Security officers shall possess:
 - 1) California Guard Registration Card
 - 2) Valid and active California Class "C" Driver's License
 - 3) Valid and active Social Security Card

-A.7-

- 4) Selective Service Card or military discharge papers (DD214, if a Veteran)
- 5) California Firearms Qualification Cards (for armed security officers)
- 6) Bureau of Security and Investigative Services impact weapon (baton) training

- 7) Security officers shall complete drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last 10 years
- 8) Security officers shall possess a valid Red Cross or American Heart Association Certification in First Aid
- 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR)
- 10) Security officers shall be certified to use an Automated External Defibrillator (AED)
- g. Security officers shall be in good physical condition and able to carry out the requirements of the job.
- h. The Contractor shall provide a resume to the CM and/or PWR for each security officer identified to be employed under this Contract. Resume requirements are outlined in this Exhibit A, Scope of Work, Section O.6, Security Personnel Background and Experience.
- i. All security officers performing work shall meet the above standards and the Contractor shall provide a written certification to the CM and/or PWR, at least one working day prior to assignment of a security officer for Public Works facility.
- j. No security officer shall be assigned to a shift before receiving at least four hours on-site training (paid by the Contractor at least the living wage rate, as required by and in accordance with Los Angeles County Code Section 2.201.040) from the Contractor's supervisory employee.
- k. All full-time (more than 35 hours per week) security officers assigned to this Contract shall limit outside employment to no more than 24 hours per week.
- I. At the request of the CM and/or PWR, the Contractor shall remove from work, any security officer who fails to meet the aforementioned requirements and any other obligations/regulations described herein. The Contractor shall immediately replace any security officer removed or unavailable, in order to continue the required service levels.

- 10. Additional Obligations
 - a. The Contractor certifies that all officers assigned to work at Public Works facilities, are of sound physical, emotional, and mental health as necessary to perform the duties required of their post.
 - b. Public Works locations and/or patrol areas in use by the Contractor shall be subject to inspection and shall be accessible to Public Works personnel or other public entities responsible for the inspection of other County and public facilities.at any and all times, if requested.
 - c. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The Contractor may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss and/or damages, other than normal wear and tear, of said equipment.
 - d. The Contractor shall be responsible for and provide security of all supplies and equipment under the Contractor's control or use during the course of this Contract.
 - e. The Contractor may be required to provide minor short-term investigative surveillance services. The Contractor shall be responsible to hold all required State of California licenses and/or certifications to provide such services and be paid at the Contractor's armed Sergeant hourly rate indicated in Form PW-2B, Schedule of Prices, unless otherwise agreed upon.
 - f. Upon Public Works' written request, the Contractor may be required to provide the services of one or more armed or unarmed Lieutenant or Security Directors, as defined in this Exhibit A, Scope of Work, Section H.2, Contract Administration, Role of Contractor's Staff. The Contractor's compensation for Lieutenants shall be at the rate indicated on Form PW-2B, Schedule of Prices.
- 11. Security Regulations
 - a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the work location. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary disturbance at any work location and shall be subject to all rules and regulations which govern that location.

- b. All weapons shall be in the custody of the security officer at all times.
- c. The Contractor shall immediately report to the facility's on-site Contract Manager for any accidents and/or loss of equipment, supplies, etc.
- d. The Contractor shall provide the CM and/or PWR with an updated staffing plan, with a complete list of employees who can be assigned to perform Contract work. The plan shall include all required permits and licenses, age, address, classification, date of birth, driver's license number, and length of service with Contractor. Whenever personnel changes on this Contract are made, Contractor shall supply an updated staffing plan.
- e. Where applicable, keys and other items issued by the County to the Contractor's employees shall be picked up at the beginning of each shift and returned to the facility's designated on-site staff at the end of each shift, or as directed by the CM and/or PWR.
- f. Public Works will not pay overtime to Contractor's employees required to work a 4/40 work week, if any. If a 4/40 work schedule is to be implemented, the Contractor shall be responsible for obtaining all necessary labor approvals from its employees in accordance with all applicable labor law codes and legal requirements for the work to be performed under this Contract.
- g. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct which may be considered <u>unsuitable</u> are:
 - 1) Vacating assigned post without authorization.
 - 2) Leaning against walls, doors, etc.
 - Idle talk with other security personnel, County employees, or visitors.
 - 4) Reading newspapers, magazines, or other nonwork-related materials.
 - 5) Listening to radios, TVs, or CD players, or any other electronic devices.
 - 6) Wearing of headphones
 - 7) Rude or imprudent conduct or actions directed to, or in the presence of County employees and/or visitors.

- 8) Using cellular phones for personal business.
- 9) Playing handheld computer devices, i.e., iPod, iPad, tablets, etc.
- 12. Emergency Conditions/Work Action

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

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

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

- 1. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
- 2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available upon request by the County during the term of this Contract.
- 4. Updated information for all Contractor's staff including but not limited to completed training, certifications, permits, licenses, etc. This information shall be made available upon request by the County during the term of this Contract.
- 5. The methods for continuing assured service to the County in the event of a strike of the Contractor's employees.
- H. <u>Contract Administration</u>
 - 1. Role of County Staff: Contract Manager

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

Public Works. In the case of disputes arising from the quality of work performed, the opinion of the CM shall prevail.

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

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

- a. Provide a telephone number(s) where he/she (or designated alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.
- b. Provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- d. Provide adequate and competent staff to fulfill all duties required by this Contract as detailed in Section O, Specific Tasks, of this Exhibit A, Scope of Work. No changes in key personnel shall be made subsequent to the award of this Contract without prior knowledge and approval of the County.
- e. Have a minimum of 5 years of experience in the management and operation of security services.
- f. The Security Director and any security personnel employed thereunder (sergeant, lieutenants, officers, etc.) shall be able to read, write, speak, and understand the English language.

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

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

- 1. Public Works will furnish, without cost, to the Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:
 - a. The County will provide facilities with telephone service for the Contractor's use, where available. The Contractor shall be prohibited from using County facilities for conducting other business interests which are not related to, or required for, County security services. The Contractor's telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the CM and/or PWR on a monthly basis to determine if the Contractor's phone usage is excessive or unreasonable. This does not replace the Contractor's requirement to provide officers who are quipped with functional mobile phone and two way radio on their person at all times.
 - b. The Radio-telephone Operations Manual shall be provided by the County upon request, to provide security officers with information on the proper use of hand-held radios, which may be used.
 - c. The County may provide radios for the Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
- 2. Prior to the start of the Contract, the Contractor and the CM and/or PWR shall prepare an Equipment Inventory, Damage, and Loss Liability form, if applicable, (see Exhibit J) on which both shall sign an agreement to the specific items of equipment (if any) and the condition of each item. The condition of equipment shall be monitored by the Contractor and CM and/or PWR, and if the equipment is found to be defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (see Exhibit I) will be issued by the CM and/or PWR. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.
- 3. The Contractor shall not make any alterations to the equipment or facilities unless written permission from the CM and/or PWR is granted.
- 4. Any equipment provided shall, at all times, be kept clean, well prepared, and up to Contract performance standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued

equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

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

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

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

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

L. Identification Badges

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

M. Special Safety Requirements

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

N. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the suspension of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

O. <u>Specific Tasks</u>

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

1. Security Officer's Tasks

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

- a. Report to work on time.
- b. Not be relieved of the duties of their post before their scheduled shift, unless otherwise approved by the CM and/or PWR.
- c. Be courteous and professional.
- d. Maintain good personal and uniform appearance.
- e. Monitor parking, as directed.
- f. Intervene to terminate injurious acts.

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

-A.17-

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

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

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

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

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

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

-A.19-

- d. Establish policy and procedures with regard to each respective post location, with the advice and consent of the facility's on-site Contract Manager.
- e. Ensure sufficient availability of security officers to cover Public Works' requirements.
- 4. Regulations and Forms
 - a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.
 - b. The following is a list of Exhibits (F through L) applicable to the security Statement of Work:
 - Exhibit F Performance Requirements Summary
 - Exhibit G Security Service Group Locations and Schedules
 - Exhibit H Notice of Proposed Payment Adjustment
 - Exhibit I Contract Discrepancy Report
 - Exhibit J Equipment Inventory, Damage, and Loss Liability
 - Exhibit K Statement of Loss of County Security Equipment
 - Exhibit L Bond for Faithful Performance
- 5. Performance Requirements Summary

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

a. Quality Assurance

The Contractor's performance will be compared to the Contract standards for acceptable levels of service in accordance with all applicable terms and conditions of this Contract including all performance indicators detailed in Exhibit F, Performance Requirements Summary. The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

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

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

c. Criteria for Acceptable and Unacceptable Performance

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

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

6. Security Personnel Background and Experience

-A.21-

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

a. Contractor shall provide documentation of all completed background investigations and required training for all security personnel upon

request from the CM and/or PWR. If such documentation is not provided as required, this Contract may be subject to suspension or termination. The County reserves the final decision as to the suitability of security officers and supervisors who will be assigned to perform work on this Contract.

- b. Given the potentially sensitive nature of the work to be performed, and the materials, equipment, and weapons that are involved, Contractor shall perform background investigations prior to employment and assignment to any work under this Contract. Public Works reserves the right to request these and additional background investigations for any and all Contractor personnel at any time during employment of said personnel.
- c. In any event of non-approval of any of the Contractor's security personnel or staff, all disqualifying information is to be kept confidential and is not reviewable by the Contractor.
- d. The Contractor's personnel may be required to pass the County's background investigation for Contract security officers and shall be fingerprinted and/or interviewed at Los Angeles Sheriff's Department (LASD) facility prior to being approved for employment on this Contract. Public Works, in its sole discretion, reserves the right to initiate the LASD investigation process for any and all of the Contractor's personnel, as necessary.
- e. Contractor shall be responsible for reimbursement or direct payment to the LASD for any and all expenses associated with performing each background investigation.
- f. The background investigation process, requirements, guidelines and provisions expressed herein are subject to change at any time at the sole discretion of the County.
- g. Contractor's security personnel and staff who have been involved in any of the following may <u>not</u> be accepted, consistent with applicable law:
 - 1) Any felony conviction

-A.22-

- 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions
- Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse

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

-A.23-

1) Active and valid State of California Guard Registration Card

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

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

- o. The Contractor shall not assign employees under the age of 18 to perform work under this Contract.
- P. <u>Invoices</u>
 - 1. The Contractor shall submit monthly invoices, electronically in a Portable Document Format (PDF), for work performed during the preceding month. Invoices must be received by Public Works in a timely manner.
 - 2. The Contractor's hourly rates as identified in the Form PW-2B, Schedule of Prices, shall include the performance of all tasks described in this Contract's Exhibit A, Scope of Work.
 - 3. The Contractor shall submit with their monthly invoices, all the security personnel hourly log sheets to corroborate the invoices.
 - 4. The County may withhold payment of invoices until any requested information or documents are received and/or issues of contention are resolved to the satisfaction of Public Works.
- Q. <u>Utilities</u>

The County will not provide utilities.

R. <u>Storage Facilities</u>

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

S. <u>Removal of Debris</u>

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

In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the CM and/or PWR. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Exhibit A, Scope of Work, of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

T. <u>Responsibilities of Public Works</u>

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

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

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

- 3. The Contractor shall pay the County, or the County may withhold and/or deduct from monies due to the Contractor, liquidated damages in the sum indicated in Exhibit F, Performance Requirements Summary, each time the Contractor fails to satisfy the performance standards.
 - a. Contractor Payment

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

b. Adjustment for Deviation

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

c. Notice of Adjustments

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

W. <u>Federally Funded Work</u>

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

For federally funded work, the CM will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally

funded projects. For your reference, a List of Debarred Contractors by U.S. Dept. of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <u>https://www.sam.gov/portal/SAM/.</u>

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

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

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

P:\brcdpub\Service Contracts\CONTRACT\Danny\FIELD SECURITY (OSD-BSD)\2023-S\5 AWARD\Contract Final\Group B\Draft\3-Exhibit A (SOW).docx

FORM PW-2.1B (Group B) Initial Term

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Group B: Building and Safety Permit Offices

As shown on Exhibit G

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

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

DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
Security Officer (Armed)	\$_ ^{37.76} _/hr.	4,160	\$157,081.60
Security Officer (Unarmed)	\$ <u>37.28</u> /hr.	10,452	\$
Security Supervisor (Armed)	\$_44.11/hr.		\$4,411.00
Security Manager (Armed)	\$_50.18/hr.		\$5.018.00
	Security Officer (Armed) Security Officer (Unarmed) Security Supervisor (Armed)	DESCRIPTION RATE Security Officer (Armed) \$_37.76 /hr. Security Officer (Unarmed) \$_37.28 /hr. Security Supervisor (Armed) \$_44.11 /hr.	DESCRIPTION RATE UNITS (Number of Hours) Security Officer (Armed) \$_37.76 /hr. _4,160 Security Officer (Unarmed) \$_37.28 /hr. _10,452 Security Supervisor (Armed) \$_44.11 /hr. _100

TOTAL PROPOSED ANNUAL PRICE: \$ 556,161,16

By submission of this Proposal, and signed Declaration form Proposer certifies under penalty of perjury that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Patrol Soluti	ons	
PHONE 310-490-9804	415-760-8116	E-Mail Aconess carlcunningham@patrolsolutions.com
BUSINESS LICENSE NO.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO. 119966	DATE 05/05/23

FORM PW-2.2B

(Group B) Option Term 1

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Group B: Building and Safety Permit Offices

As shown on Exhibit G

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

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

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	\$ <u>39.27</u> /hr.	4,160	\$163,363.20
2.	Security Officer (Unarmed)	\$ <u>/hr.</u>	10,452	\$405,224.04
3.	Security Supervisor (Armed)	\$_ ^{45.88} _/hr.	_100_	\$4,588.00
4.	Security Manager (Armed)	\$_ ^{52.19} _/hr.	_100_	\$5,219.00
	TOTAL	\$578,394.24		

By submission of this Proposal, and signed Declaration form Proposer certifies under penalty of perjury that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

LEGAL NAME OF PROPOSER

Patrol 8	Solutions	
PHONE 310-490-9804	MOBILE 415-760-8116	E-MAL ADDRESS carlcunningham@patrolsolutions.com
BUSINESS LICENSE NO.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO. 119966	DATE 05/05/23
	113300	

FORM PW-2.3B

(Group B) Option Term 2

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Group B: Building and Safety Permit Offices

As shown on Exhibit G.

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

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

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	\$/hr.	4,160	\$169,894.40
2.	Security Officer (Unarmed)	\$_40.33/hr.	10,452	\$421,529.16
3.	Security Supervisor (Armed)	\$ <u>47.71</u> /hr.	_100_	\$4,771.00
4.	Security Manager (Armed)	\$/hr.	_100_	\$5,428.00

TOTAL PROPOSED ANNUAL PRICE: \$_601,622.56

By submission of this Proposal, and signed Declaration form Proposer certifies under penalty of perjury that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

LEGAL NAME OF PROPOSER	Patrol Solutions	
PHONE 310-490-9804	MOBILE 415-760-8116	E-MAIL ADDRESS carlcunningham@patrolsolutions.com
BUSINESS LICENSE NO.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO. 119966	Date 05/05/23

Page 3 of 5

FORM PW-2.4B

(Group B) Option Term 3

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Group B: Building and Safety Permit Offices

As shown on Exhibit G

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

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

ITEM	DESCRIPTION	HOURLY RATE	ESTIMATED UNITS (Number of Hours)	ANNUAL PROPOSED PRICE (Unit Rate X Estimated Units)
1.	Security Officer (Armed)	\$/hr.	4,160	\$
2.	Security Officer (Unarmed)	\$ <u>41.94</u> /hr.	10,452	\$
3.	Security Supervisor (Armed)	\$_49.62/hr.		\$4,962.00
4.	Security Manager (Armed)	\$_56.45_/hr.		\$5,645.00
				625 639 08

TOTAL PROPOSED ANNUAL PRICE: \$ 625,639.08

By submission of this Proposal, and signed Declaration form Proposer certifies under penalty of perjury that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

LEGAL NAME OF PROPOSER		
Patrol Solution:	5	
PHONE 310-490-9804	MCELE 415-760-8116	E-MAIL Aconess carlcunningham@patrolsolutions.com
BUSINESS LICENSE NO.	STATE PRIVATE PATROL OPERATOR'S LICENSE NO. 119966	DATE 05/05/23

Page 4 of 5

FORM PW-2.5B SUMMARY SHEET

SCHEDULE OF PRICES FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Group B: Building and Safety Permit Offices

As shown on Exhibit G.

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

TERM	DESCRIPTION	TOTAL PROPOSED PRICE				
1 of 4	Initial Term (Form PW-2.1B)	\$556,161.16				
2 of 4	Option Term 1 (Form PW-2.2B)	\$578,394.24				
3 of 4	Option Term 2 (Form PW-2.3B)	\$601,622.56				
4 of 4	Option Term 4 (Form PW-2.4B)	\$625,639.08				
тот	AL OVERALL PROPOSED PRICE: (SUM OF ALL 4 TERMS ABOVE)	\$2,361,817.04				
AVERA	AGE ANNUAL PROPOSED PRICE: (SUM OF ALL TERMS DIVIDED BY FOUR)	\$590,454.26				

Page 5 of 5

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

• GROUP B – BUILDING & SAFETY OFFICES: Various Locations Countywide

POSITION/TITLE *			HOU	RS PER	DAY			HOURS ESTIMATED		HOURLY	CALCULATED
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	(Weekly Hours x 52)	WAGE RATE**	COST
	0	8	8	8	8	8	0	40	2080		(Annual Hours x Hourly Rate)
ANTELOPE VALLEY Armed Security Officer (1)							Ť				
Armed Security Officer (2)		8	8	8	8	8		40	2080	\$20.50	\$ 42,640.00 \$ -
	0	10	10	10	10	0	0	40	2080		» -
• Armed Security Officer (1)						0				1 00 5 0	1
Armed Security Officer (1) Armed Security Officer (2)		10	10	10	10			40	2080	\$20.50	\$ 42,640.00 \$ -
,	0	8	8	8	8	8	0	40	2080		φ -
LOMITA Unarmed Security Officer (1)	0						0				4 500 00
		8	8	8	8	8		40	2080	\$19.50	\$ 40,560.00
Unarmed Security Officer (2)	0	8	8	8	8	8	0	0 40	0 2080		\$-
	0						0				T.
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$19.50	\$ 40,560.00
Unarmed Security Officer (2)								0	0		\$ -
SAN GABRIEL	0	8	8	8	8	8	0	40	2080		T
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$19.50	
Unarmed Security Officer (2)								0	0		\$ -
SOUTHWEST	0	10.25	10.25	10.25	10.25	0	0	41	2132		T
Unarmed Security Officer (1)		10.25	10.25	10.25	10.25			41	2132	\$19.50	\$ 41,574.00
Unarmed Security Officer (2)								0	0		\$ -
SO. WHITTIER	0	8	8	8	8	8	0	40	2080		-
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$19.50	\$ 40,560.00
Unarmed Security Officer (2)								0	0		\$ -
ADDITIONAL ON-CALL											
 Armed Security Sergeant (Supervisor) 			(ON-CAL	L			Varies	100	\$22.00	\$ 2,200.00
Armed Security Lieutenant (Manager)			(ON-CAL	L			Varies	100	\$24.00	\$ 2,400.00
Comments/Notes:									[4]	Total Salaries	\$ 293,694.00
Comments/Notes:					(1) \/cc	otiono (Ciale La				
						ations, S			· · · · · · · · · · · · · · · · · · ·		
(2) Health Insurance											\$ 12,842.77
(3) Payroll Taxes & Workers' Compensation (4) Welfare and Pension [B] Total Employee Benefits (1+2+3+4)										\$ 49,968.73	
										. Ct. (4 0 0 4)	\$ 1,387.90
										\$ 88,485.63	
					(5) Equ	\$ 26,254.89					
	(6) Service and Supply Costs										\$ 58,419.24
	(7) General and Administrative Costs									\$ 66,100.41	
					(8) Prof	it					\$ 23,206.99
								[[C] Total Other C	osts (5+6+7+8)	\$ 173,981.53
							то	TAL PROP	POSED ANNL	IAL PRICE:	\$ 556,161.16

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

* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the

hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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

I declare under penalty of perjury that the information provided on this Form is true and accurate within the requirements of the Request for Proposals (RFP) and that the formulation prices provided has been arrived at independently and without consultation, communication, or agreement with any other proposer(s), firm(s) or competitor(s) for the purposes of restricitng competition. Proposals submitted failing to adhere to this guideline may be deemed nonresponsive and disqualified from further consideration.

larl Cunningham

1/4/2024 Date

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

• GROUP B – BUILDING & SAFETY OFFICES: Various Locations Countywide

POSITION/TITLE *			HOU	RS PER	DAY			HOURS ESTIMATED		HOURLY	CALCULATED
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	ANNUAL HOURS (Weekly Hours x 52)	WAGE RATE**	COST
	0	8	8	8	8	8	0	40	2080		(Annual Hours x Hourly Rate)
ANTELOPE VALLEY • Armed Security Officer (1)							Ť				1
Armed Security Officer (2)		8	8	8	8	8		40	2080	\$21.32	\$ 44,345.60 \$ -
	0	10	10	10	10	0	0	0 40	0 2080		\$ -
CALABASAS						0	0				
Armed Security Officer (1) Armed Security Officer (2)		10	10	10	10			40	2080	\$21.32	\$ 44,345.60 \$ -
	0	8	8	8	8	8	0	0 40	2080		\$ -
	0						0				I .
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$20.28	\$ 42,182.40
Unarmed Security Officer (2)						-		0	0		\$ -
	0	8	8	8	8	8	0	40	2080		Γ
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$20.28	\$ 42,182.40
Unarmed Security Officer (2)								0	0		\$-
SAN GABRIEL	0	8	8	8	8	8	0	40	2080		-
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$20.28	\$ 42,182.40
Unarmed Security Officer (2)								0	0		\$ -
SOUTHWEST	0	10.25	10.25	10.25	10.25	0	0	41	2132		_
Unarmed Security Officer (1)		10.25	10.25	10.25	10.25			41	2132	\$20.28	\$ 43,236.96
Unarmed Security Officer (2)								0	0		\$ -
SO. WHITTIER	0	8	8	8	8	8	0	40	2080		
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$20.28	\$ 42,182.40
Unarmed Security Officer (2)								0	0		\$ -
ADDITIONAL ON-CALL											
Armed Security Sergeant (Supervisor)			(ON-CAL	L			Varies	100	\$22.88	\$ 2,288.00
Armed Security Lieutenant (Manager)			(ON-CAL	L			Varies	100	\$24.96	\$ 2,496.00
									[4]	Total Calarian	\$ 305.441.76
Comments/Notes:								Total Salaries	· · · · · · · · · · · · · · · · · · ·		
					. /			ave, Holiday			\$ 25,257.68
(2) Health Insurance											\$ 13,356.49
(3) Payroll Taxes & Workers' Compensation (4) Welfare and Pension [B] Total Employee Benefits (1+2+3+4)										\$ 51,967.48	
										\$ 1,443.42	
						\$ 92,025.07					
					(5) Equ	ipment (\$ 27,305.08				
					(6) Serv	ice and	Suppl	y Costs			\$ 60,756.01
					(7) Gen	eral and	d Admi	nistrative Cost	ts		\$ 68,744.42
					(8) Prof	it				-	\$ 24,121.90
								[C] Total Other C	osts (5+6+7+8)	\$ 180,927.41
							то	TAL PROP	POSED ANNL	IAL PRICE:	\$ 578,394.24

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

* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the

hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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

I declare under penalty of perjury that the information provided on this Form is true and accurate within the requirements of the Request for Proposals (RFP) and that the formulation prices provided has been arrived at independently and without consultation, communication, or agreement with any other proposer(s), firm(s) or competitor(s) for the purposes of restricitng competition. Proposals submitted failing to adhere to this guideline may be deemed nonresponsive and disqualified from further consideration.

Carl Cunningham Signature

1/4/2024 Date

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

• GROUP B – BUILDING & SAFETY OFFICES: Various Locations Countywide

POSITION/TITLE *			HOU	RS PER	DAY			HOURS ESTIMATED		HOURLY	CALCULATED
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	ANNUAL HOURS (Weekly Hours x 52)	WAGE RATE**	COST
	0	8	8	8	8	8	0	40	2080		(Annual Hours x Hourly Rate)
ANTELOPE VALLEY • Armed Security Officer (1)											
Armed Security Officer (2)		8	8	8	8	8		40	2080	\$22.17	\$ 46,113.60 \$ -
	0	10	10	10	10	0	0	0 40	0 2080		\$ -
CALABASAS						0	0			• · -	
Armed Security Officer (1)		10	10	10	10			40	2080	\$22.17	\$ 46,113.60
Armed Security Officer (2)	0	0	0	0	0	0	0	0	0		\$-
	0	8	8	8	8	8	0	40	2080		T
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$21.09	\$ 43,867.20
Unarmed Security Officer (2)								0	0		\$ -
LA PUENTE	0	8	8	8	8	8	0	40	2080		T
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$21.09	\$ 43,867.20
Unarmed Security Officer (2)								0	0		\$ -
SAN GABRIEL	0	8	8	8	8	8	0	40	2080		-
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$21.09	\$ 43,867.20
Unarmed Security Officer (2)								0	0		\$ -
SOUTHWEST	0	10.25	10.25	10.25	10.25	0	0	41	2132		
Unarmed Security Officer (1)		10.25	10.25	10.25	10.25			41	2132	\$21.09	\$ 44,963.88
Unarmed Security Officer (2)								0	0		\$ -
SO. WHITTIER	0	8	8	8	8	8	0	40	2080		-
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$21.09	\$ 43,867.20
Unarmed Security Officer (2)								0	0		\$ -
ADDITIONAL ON-CALL							-				
Armed Security Sergeant (Supervisor)			(ON-CAL	L			Varies	100	\$23.80	\$ 2,380.00
Armed Security Lieutenant (Manager)				ON-CAL				Varies	100	\$25.96	
Comments/Notes:								Total Salaries	\$ 317,635.88		
					. ,			ave, Holiday			\$ 26,267.99
					(2) Hea	Ith Insur	rance				\$ 13,890.74
(3) Payroll Taxes & Workers' Compensation (4) Welfare and Pension											\$ 54,046.18
										\$ 1,501.15	
		[B] Total Employee Benefits (1+2+3+4)									\$ 95,706.06
					(5) Equ	ipment (\$ 23,397.29				
					(6) Serv	ice and	Suppl	y Costs			\$ 63,186.25
					(7) Gen	eral and	d Admi	nistrative Cos	ts		\$ 71,494.20
					(8) Prof	it					\$ 30,202.88
									[C] Total Other C	osts (5+6+7+8)	\$ 188,280.62
							το	TAI DRAI	POSED ANNL	INI DDICE.	\$ 601,622.56

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

* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the

hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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

I declare under penalty of perjury that the information provided on this Form is true and accurate within the requirements of the Request for Proposals (RFP) and that the formulation prices provided has been arrived at independently and without consultation, communication, or agreement with any other proposer(s), firm(s) or competitor(s) for the purposes of restricitng competition. Proposals submitted failing to adhere to this guideline may be deemed nonresponsive and disqualified from further consideration.

Carl Cunningham Signature

1/4/2024 Date

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

• GROUP B – BUILDING & SAFETY OFFICES: Various Locations Countywide

POSITION/TITLE *		HOURS PER DAY							HOURS ESTIMATED		CALCULATED
(EACH EMPLOYEE LISTED SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	ANNUAL HOURS (Weekly Hours x 52)	HOURLY WAGE RATE**	COST (Annual Hours x Hourly Rate)
ANTELOPE VALLEY	0	8	8	8	8	8	0	40	2080		(Annual Hours & Hourry Rate)
Armed Security Officer (1)		8	8	8	8	- 8		40	2080	\$23.06	\$ 47,964,80
Armed Security Officer (2)		0	0	0	0	0		40	2080	φ23.00	\$ 47,964.80 \$ -
CALABASAS	0	10	10	10	10	0	0	40	2080		Ψ
Armed Security Officer (1)		10	10	10	10			40	2080	\$23.06	\$ 47,964.80
Armed Security Officer (2)		10	10	10	10			0	0	φ20.00	\$ -
LOMITA	0	8	8	8	8	8	0	40	2080		· · · · · · · · · · · · · · · · · · ·
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$21.93	\$ 45,614.40
Unarmed Security Officer (2)		0	0	0	0	0		0	0	φ21.00	\$ -
	0	8	8	8	8	8	0	40	2080		Ŷ
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$21.93	\$ 45,614.40
Unarmed Security Officer (2)		0	0	0	0	0		0	0	φ21.00	\$ -
SAN GABRIEL	0	8	8	8	8	8	0	40	2080		Ŷ
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$21.93	\$ 45,614.40
Unarmed Security Officer (2)		0	0	0	0	0		0	0	φ21.00	\$ -
SOUTHWEST	0	10.25	10.25	10.25	10.25	0	0	41	2132		*
Unarmed Security Officer (1)		10.25	10.25	10.25	10.25			41	2132	\$21.93	\$ 46,754.76
Unarmed Security Officer (2)				10120				0	0	¢21100	\$ -
SO. WHITTIER	0	8	8	8	8	8	0	40	2080		,
Unarmed Security Officer (1)		8	8	8	8	8		40	2080	\$21.93	\$ 45.614.40
Unarmed Security Officer (2)								0	0		\$ -
ADDITIONAL ON-CALL											
Armed Security Sergeant (Supervisor)		ON-CALL						Varies	100	\$24.75	\$ 2,475.00
Armed Security Lieutenant (Manager)		ON-CALL						Varies	100	\$27.00	\$ 2,700.00
Comments/Notes:									[4]	Total Salaries	\$ 330,316.96
Comments/Notes.						otiona	Siek Le	\$ 330,318.30 \$ 27,318.71			
								ave, Holiday	<i>·</i>		
(2) Health Insurance (3) Payroll Taxes & Workers' Compensation											\$ 14,446.37 \$ 56,208.03
(4) Welfare and Pension [B] Total Employee Benefits (1+2+3+4										\$ 50,208.03 \$ 1,561.20	
									ofite (1+2+3+4)	\$ 99,534.31	
							Conto	\$ 29,553.18			
						(5) Equipment Costs (6) Service and Supply Costs					\$ 29,553.18 \$ 65,713.70
						(7) General and Administrative Costs					\$ 74,353.97
(7) General and Administrative Costs (8) Profit [C] Total Other Costs (5+6+7+8 TOTAL PROPOSED ANNUAL PRICE										\$ 74,353.97 \$ 26,166.96	
									osts (5+6+7+9)	\$ 195,787.81	
							10	TAL PROF	POSED ANNU	AL PRICE:	\$ 625,639.08

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

* Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments. If the contract term spans through multiple Living Wage Rates, the

hourly rate listed herein on the Form LW-8 must be the higher of the two Living Wage Rates over the contract term.

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

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Carl Cunningham Signature

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

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

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

B. <u>Definitions</u>

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

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

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

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

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

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

-B.1-

<u>County</u>. Includes County of Los Angeles, Los Angeles County Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer. Where the contracting party is a District, the term County includes the County and the contracting District.

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

Public Works. Los Angeles County Public Works.

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

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

-B.2-

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

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

C. <u>Headings</u>

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. <u>Amendments</u>

- 1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment will be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
- 2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract will be prepared by Public Works and signed by the Contractor.
- 3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract will be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days.
- 4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order will be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it will be approved by Public Works and signed by the Contractor and the County.

B. <u>Assignment and Delegation</u>

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

- 2. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. <u>Authorization Warranty</u>

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

D. <u>Budget Reduction</u>

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

E. <u>Complaints</u>

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

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

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

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

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

G. <u>Compliance with Civil Rights Laws</u>

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

H. <u>Confidentiality</u>

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

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

- 3. Contractor must inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- I. <u>Conflict of Interest</u>
 - 1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract must be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
 - 2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it must immediately make full written disclosure of such facts to Full written disclosure must include, but is not limited to, County. identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified,

former County employees who are on a reemployment list during the life of this Contract.

- K. Consideration of Hiring GAIN and GROW Participants
 - Should Contractor require additional or replacement personnel after the 1. effective date of this Contract, Contractor must give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will County will refer GAIN and GROW interview qualified candidates. participants by category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov qualified and DPSS will refer GAIN/GROW job candidates.
 - 2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees will be given first priority.
- L. <u>Contractor's Acknowledgment of County's Commitment to Child Support</u> <u>Enforcement</u>

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

M. <u>Contractor's Charitable Activities Compliance</u>

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions section of Form PW-3, Certification of Compliance, County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable complying with its obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

N. <u>Contractor's Warranty of Adherence to County's Child Support Compliance</u> <u>Program</u>

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

O. <u>County's Quality Assurance Plan</u>

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

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

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

R. <u>Counterparts and Electronic Signatures and Representations</u>

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

S. Fair Labor Standards

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

T. Force Majeure

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

U. <u>Governing Laws, Jurisdiction, and Venue</u>

This Contract will be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, will be exclusively in the County of Los Angeles.

V. 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 must be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

- 1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
- 2. Contractor must certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
- 3. Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action must include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- 4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 6. Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
- 7. If County finds that any of the above provisions have been violated, such violation will constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the

Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations will constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

- 8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County will, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.
- X. <u>Nonexclusivity</u>

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

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

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

Z. Notice of Delays

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

AA. <u>Notice of Disputes</u>

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

Contracting Manager, Business Relations and Contracts Division Los Angeles County Public Works P.O. Box 1460 Alhambra, CA 91802-1460

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

DD. <u>Publicity</u>

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

- 1. Contractor must develop all publicity material in a professional manner.
- 2. During the term of this Contract, Contractor must not, and must not authorize another to, publish or disseminate commercial advertisements,

press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County will not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph must apply.

EE. <u>Public Records Act</u>

- 1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's books, and accounting records pursuant documents. 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 must be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. <u>Record Retention and Inspection/Audit Settlement</u>

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

- 1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2. Failure on the part of Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
- 3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference must be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Contract.
- 4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor most promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's

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

GG. <u>Recycled-Content Paper Products</u>

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

HH. Contractor's Employee Criminal Background Investigation

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

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

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

II. <u>Subcontracting</u>

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

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

and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.

- 7. Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor must ensure delivery of all such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
- 8. Employee Leasing is prohibited.
- JJ. <u>Validity</u>

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

KK. <u>Waiver</u>

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

LL. Warranty Against Contingent Fees

- 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 will have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

NN. Local Small Business Enterprise Utilization

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

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

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

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

OO. <u>Compliance with County's Zero Tolerance Human Trafficking Policy</u>

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract.

County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

PP. Method of Payment and Required Information

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

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

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

QQ. Compliance with Fair Chance Employment Hiring Practices

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

RR. <u>Compliance with the County Policy of Equity</u>

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

SS. <u>Contractor Independence</u>

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

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. <u>Termination/Suspension for Convenience</u>

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

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

- C. <u>Termination/Suspension for Default</u>
 - 1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
 - 2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor must continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
 - 3. Except with respect to defaults of any Subcontractor, Contractor must not 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 will not be liable for any such excess costs for

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

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

D. <u>Termination/Suspension for Improper Consideration</u>

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

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

F. <u>Termination/Suspension for Nonadherence to County Lobbyists Ordinance</u>

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

G. <u>Termination/Suspension for Nonappropriation of Funds</u>

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

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

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

B. <u>Cooperation</u>

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

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

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

D. Equipment, Labor, Supervision, and Materials

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

E. <u>Gratuitous Work</u>

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

F. Jobsite Safety

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

G. <u>Labor</u>

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

H. Labor Law Compliance

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

I. <u>Overtime</u>

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

J. <u>Permits/Licenses</u>

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

K. <u>Prohibition Against Use of Child Labor</u>

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

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

L. <u>Public Convenience</u>

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

M. Public Safety

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

N. Quality of Work

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

O. <u>Quantities of Work</u>

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

P. <u>Safety Requirements</u>

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

Q. Storage of Materials and Equipment

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

R. <u>Transportation</u>

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

S. <u>Work Area Controls</u>

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

T. <u>CARD</u>

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

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

C. Workplace Safety Indemnification

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

from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor must not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

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

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

the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), must be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of required endorsements must be sent to:

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

- e. Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
- 3. <u>Additional Insured Status and Scope of Coverage</u> The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Officers, Agents, Employees, and Volunteers additional scope of an additional insured of the Countractor or to the County. The full policy limits and scope of protection also must apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum

Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

insurance coverage. Contractor must be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

E. <u>Compensation for County Costs</u>

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

F. Insurance Coverage Requirements

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

General Aggregate:	\$6 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$3 million

- 2. <u>Automobile Liability:</u> Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability: Insurance or qualified satisfying statutory requirements, self-insurance which 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.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. <u>Responsible Contractor</u>

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

B. <u>Chapter 2.202 of the County Code</u>

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

C. <u>Nonresponsible Contractor</u>

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

D. <u>Contractor Hearing Board</u>

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

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

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

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

These terms must also apply to Subcontractors of County Contractors.

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

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

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. <u>Written Employee Jury Service Policy</u>

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material at <u>www.babysafela.org</u>.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is available on the Internet at <u>www.babysafela.org</u>.

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

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

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

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

- 1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor must pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract.
- 2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor must be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract and a copy of the Living Wage Program must be attached to the Subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
- 3. If Contractor is required to pay a living wage when this Contract commences, Contractor must continue to pay a living wage for the entire term of this Contract, including any option period.
- 4. If Contractor is not required to pay a living wage when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if

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

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

C. <u>Contractor's Submittal of Certified Monitoring Reports</u>

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

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

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim")

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

E. <u>County Auditing of Contractor Records</u>

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

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

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

G. Enforcement and Remedies

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

- 1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the

concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

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

hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. <u>Use of Full-Time Employees</u>

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

I. <u>Contractor Retaliation Prohibited</u>

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

J. <u>Contractor Standards</u>

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

K. <u>Neutrality in Labor Relations</u>

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

SOCIAL ENTERPRISE PREFERENCE PROGRAM

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

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

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

If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor must:

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

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

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LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, must:

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

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

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

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

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

If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, must:

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

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

COUNTY DEFAULTED PROPERTY TAX REDUCTION PROGRAM COMPLIANCE

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

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

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

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

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

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

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

COMPLIANCE WITH EMPLOYEE RETENTION POLICY

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

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

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Department of the Treasury Internal Revenue Service

Notice 1015

(Rev. December 2023)

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 2023 are less than \$63,398 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 5, 2024.

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 <u>www.irs.gov/FormsPubs</u>. Or you can go to <u>www.irs.gov/OrderForms</u> 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 2023 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 2023 and owes no tax but is eligible for a credit of \$800, they must file a 2023 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2023) Cat. No. 20599I

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



EXHIBIT D

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

www.babysafela.org



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 I aw 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



EXHIBIT D

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

www.babysafela.org



¿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.

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.

¿Cómo funciona?

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

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

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

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

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

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

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
12. GPS Tracking Enabled Patrols (where applicable)	Contract specifications met in accordance with Exhibit A, Section E, Work Description and Exhibit G, Security Service Group Locations and Schedules.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
13. Assists Other Officers and Law Enforcement	Officer assisted as needed.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
14. Area Control – Prevent Hostile Acts and Protect Personnel/Property	Facility safe and secure.	\$50 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
15. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed, documented, and submitted within the time frame requested.	\$50 per occurrence.	□Yes □No □N/A	
16. Vehicle Key Runs	Requested Department approval prior to using vehicle for key run.	\$100 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily Report and Facility Log	Submitted to Contract Manager daily report and maintain facility log.	\$25 per day per report that is late or not submitted.	□Yes □No □N/A	
2. Non-employee Injury Report	Completed by end of shift for each occurrence. File as needed.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	

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

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

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

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

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

l	Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
5.	Courtesy and Professionalism	Contract specifications met.	\$25 per employee, per occurrence.	□Yes □No □N/A	
6.	Working Knowledge of Facility and Beat Security Book	Facility security function complete.	\$50 per employee, per occurrence.	□Yes □No □N/A	
7.	Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	\$50 per employee, per occurrence.	□Yes □No □N/A	
8.	Maintain Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	\$50 per employee, per occurrence.	□Yes □No □N/A	
D. SU	JPERVISOR/MANAGERS	·			
1.	Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	□Yes □No □N/A	
2.	Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	□Yes □No □N/A	
3.	Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	□Yes □No □N/A	

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	□Yes □No □N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
 Assures Proper Assignment Coverage 	Assignments covered.	\$50 per employee; per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
7. Updates Post Procedures	Facility books updated in timely manner.	\$25 per occurrence.	□Yes □No □N/A	
 Responds to Incidents / Provides Backup 	Provide assistance as required.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
9. Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
10. Drives Vehicle	Drive vehicle as required.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

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

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
11. Conducts Investigation	Complete investigations in a timely manner.	\$50 per occurrence.	□Yes □No □N/A	
12. Reviews Subordinates' Reports	Complete on time as required.	\$25 per occurrence.	□Yes □No □N/A	
E. CONTRACT ADMINSTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$100 per day; work/contract potential suspension; possible termination for default of contract.	□Yes □No □N/A	
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$100 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
 Record Retention & Inspection/Audit Settlement 	Maintain all required documents as specified in contract.	\$200 per occurrence.	□Yes □No □N/A	
4. License and Certification	All licenses and certifications required to perform the work such as baton certification, cardiopulmonary certification, CDL Class "3" and Social Security.	\$100 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	

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 L, inclusive, of this Contract (Exhibits A-L) and this PRS, Exhibits A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; potential suspension; possible termination for default of contract.	□Yes □No □N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	□Yes □No □N/A	

SECURITY SERVICE GROUP LOCATIONS AND SCHEDULES

LOS ANGELES COUNTY PUBLIC WORKS

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

GROUP B: Building & Safety Permit Offices

Contract Manager: Jemellee Cruz Contact: (626) 458-6369; jcruz@pw.lacounty.gov

					Figure 1
SITE	OFFICE SITE LOCATION	PUBLIC WORKS ON-SITE MANAGER	GUARD DESIGNATION	SERVICE DAYS & SCHEDULE	ESTIMATED HOURS
1.	ANTELOPE VALLEY 335A E. Avenue K-6 Lancaster, CA 93535	Hugo Acevedo hacevedo@pw.lacounty.gov (661) 524-2390	Security Officer (Armed)	Monday – Friday 8 am to 4:30 pm <i>8 hrs. daily**</i>	2,080
2.	CALABASAS 26600 Agoura Rd. #110 Calabasas, CA 91302	Zaim Khayat zkhayat@pw.lacounty.gov (818) 880-4150	Security Officer (Armed)	Monday – Thursday 7 am to 5:30 pm <i>10 hrs. daily**</i>	2,080
3.	LOMITA 24320 S. Narbonne Av. Lomita, CA 90717	Michael Dorta mdorta@pw.lacounty.gov (310) 952-1766	Security Officer (Unarmed)	Monday – Friday 8 am to 4:30 pm <i>8 hrs. daily**</i>	2,080
4.	LA PUENTE 16005 E. Central Av. La Puente, CA 91744	Jonathan Lam jolam@pw.lacounty.gov (626) 961-9611	Security Officer (Unarmed)	Monday – Friday 8 am to 4:30 pm <i>8 hrs. daily**</i>	2,080
5.	SAN GABRIEL 125 S. Baldwin Avenue Arcadia, CA 91007	Steve Lam slam@pw.lacounty.gov (626) 574-0941	Security Officer (Unarmed)	Monday – Friday 8 am to 4:30 pm 8 hrs. daily**	2,080
6.	SOUTHWEST 1320 W. Imperial Hwy. Los Angeles, CA 90044	Roy Itani ritani@pw.lacounty.gov (323) 820-6501	Security Officer (Unarmed)	Monday – Thursday 7 am to 5:45 pm 10.25 hrs. daily**	2,132
7.	SOUTH WHITTIER 13523 Telegraph Rd. Whittier, CA 90605	Mike Nosrat mnosrat@pw.lacounty.gov (562) 946-1390	Security Officer (Unarmed)	Monday – Friday 8 am to 4:30 pm 8 hrs. daily**	2,080
8.	ON-CALL	TBD*	Sergeant-Armed (Supervisor)	Varies	100
9.	ON-CALL	TBD*	Lieutenant-Armed (Manager)	Varies	100
			TOTAL HOURS	6 for On-Call Security:	200
			TOTAL OVERAL	L SECURITY HOURS:	14,812

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

** Shift includes 30-minute unpaid meal period. Duty guard shall inform the on-site manager in advance of their lunch break.

As stated herein and in the Contract's Exhibit A, Scope of Work, the service schedules specified above are subject to change as the needs of the County may vary. Such changes to any service schedules must first be approved by the Contract Manager. Any changes to the service schedules which are not first approved by the Contract Manager may be deemed as contractor negligence or nonperformance, and may result in withholding of payment, remedies in accordance with Exhibit F, Performance Requirements Summary, and/or assessment of liquidated damages.

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

ALL	ANTELOPE VALLEY 335A E. Avenue K-6 Lancaster, CA 93535	LOMITA 24320 S. Narbonne Av. Lomita, CA 90717	SAN GABRIEL 125 S. Baldwin Avenue Arcadia, CA 91007	SOUTH WHITTIER 13523 Telegraph Rd. Whittier, CA 90605
SITES	CALABASAS 26600 Agoura Rd. #110 Calabasas, CA 91302	LA PUENTE 16005 E. Central Av. La Puente, CA 91744	SOUTHWEST 1320 W. Imperial Hwy. Los Angeles, CA 90044	
	 Security Officer shall emergency contact. 	provide phone access to	to their post as scheduled. CM/PWR or designee in th ed between officer and CN	-
POST DETAILS	 throughout the shift. Security Officer on duentry points, and wall safety of the premise Security Officer on du squatters, living in ve office for official business. Security Officer on duattempted violence, a which may be deeme Security Officer on duattempted by the security officer on duattempted by t	ity shall be alert and invest s/fences to ensure there is and both private and pu- ity shall observe and iden hicles, etc.) on the premis- ness and to ask them to pl ity shall act as a deterrent ittempted vandalism, atter d unsafe. ity shall contact local law irity officer or reported to t	s no unauthorized or illega blic property. tify any unauthorized perso es and promptly inform the ease vacate the facility at t to any observed illegal ac	rity, including monitoring all I activity and to ensure the ons (loiterers, transients, em of its intended use as an once if they have no such tivity (i.e attempted theft, threats), or other situations any criminal activity ccurred on or near the
	may be pertinent to s		vity and observations made not limited to; visitors, susp erabilities, etc.	
			details in a format accepta duled or upon relief from in	

officer's normal hourly rate. Mileage incurred by the contractor to arrive at the work location is not applicable.

EXHIBIT H

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

DATE:	
TO:	
FROM:	

In accordance with the terms of the Security Services for Los Angeles County 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 Los Angeles County Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, Alhambra, California 91803-1331, Attention Contract Manager, within five calendar days of receipt of this notification. Failure to respond within the five day period will be construed as acceptance of the proposed adjustments.

Attach. Contract Discrepancy Report (Exhibit I)

CONTRACT DISCREPANCY REPORT

1.	USER COMPLAINT (to be completed by Contract Manager)
	Today's Date:
	Facility
	Employee Name
	Employee Classification
	Date of Unacceptable Performance
	Description of Unacceptable Performance
	Has this type of unacceptable performance occurred before?: Yes No
	If yes, when?
2.	Contractor Response (to be completed by the Contractor's Contract Director)
Da	ate received from County:
Сс	prrective Action:
Pr	oposed Plan to Prevent Recurrence:
Si	gned Date
	Contractor's Contract Director
Re	eturn to Contract Manager

P:/brcdpub/Service Contracts/CONTRACT/Danny/FIELD SECURITY (OSD-BSD)/2023-S/5 AWARD/Contract Final/11-Exhibit I_Contract Discrepancy.doc

EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY

TO:

Contract Manager/Assistant Contract Manager

FROM:

Contractor (firm name)

I, the undersigned, agree to return to Los Angeles County Public Works upon termination of this Contract for Security Services 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:

P:\brcdpub\Service Contracts\CONTRACT\Danny\FIELD SECURITY (OSD-BSD)\2023-S\5 AWARD\Contract Final\12-Exhibit J_Equipment Inventory.doc

STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

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

BOND FOR FAITHFUL PERFORMANCE

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 PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter County), in the sum of:

Dollars (\$ ______) awful 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 Security Services for Public Works Central Yard and Various Permit Office Locations, Group _____ and is required by said County to give this bond in connection with the execution of said contract.

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, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the contractor by more than twenty-five percent (25%), then written consent of the surety shall be first obtained.

WITNESS our hands this		day of	, 20 <i></i> .
Ву	(Contractor/Principal)	Ву	(Surety)
Ву	(Contractor/Enhisipar)	Ву	(Sulety)
	Its		Its Attorney-in-fact
Ву		By	
	Its		Its Attorney-in-fact
Ву		Ву	
	Its		lts





Thursday, May 25, 2023

A SECURITY PARTNERSHIP PROGRAM

FOR

THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Security Services for

Public Works Central Yard and Various Field Office Locations (BRC0000396)

> Local Address 14241 Firestone Blvd., Suite 400 La Mirada, CA 90638 <u>Primary Contact</u> Carl Cunningham, General Manager 415-760-8116 carlcunningham@patrolsolutions.com

2. TABLE OF CONTENTS

2. TABLE OF CONTENTS
3. LETTER OF TRANSMITTAL
4. SUPPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES
5. EXPERIENCE
Introduction7
Objective7
Background: Company Profile7
Organizational Chart
Key Staff
Description of Experience
References
Minimum Mandatory Requirements Compliance
6. WORK PLAN
Approach to the Scope of Work
Staffing Plan
Security Director
Training Programs
Equipment
Transition Plan and Timeframes
Random Site Inspections 40
Security Guard Background Checks
Form LW-8
7. QUALITY ASSURANCE PROGRAM 50
A. Policies and Procedures for Quality Control
B. Inspection Fundamentals
C. Quality Control Documentation, Review, and Reporting
8. NO SUBCONTRACTORS
9. FINANCIAL RESOURCES
10. LICENSES AND CERTIFICATIONS
PPO License

11. INSURANCE AND BONDS
Form PW-13
Form PW-16
12. RECORD KEEPING
Form LW-9
13. FORMS LIST
Declaration for Security Services for Public Works Central Yard and Various Field Office Locations (BRC0000396)
PW-1: Proposer's Organization Questionnaire/Affidavit
PW-2: Schedule of Prices
PW-3: Certification of Compliance
PW-4: Contractor's Industrial Safety Record97
PW-5: Request for Preference Consideration
PW-6: Proposer's Reference List
PW-7: Equal Employment Opportunity Certification
PW-9: Proposer's Debarment History and List of Terminated Contracts
PW-10: Community Business Enterprise (CBE) Information
PW-12: Proposer's Pending Litigations and Judgments
PW-13: Proposer's Insurance Compliance and Affirmation
PW-15: Statement of Equipment Form
PW-16: Compliance with the Minimum Mandatory Requirements
LW-3: Living Wage Rate Annual Adjustments
LW-7: Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology 110
LW-8: Staffing Plan and Cost Methodology111
LW-9: Wage and Hour Record Keeping for Living Wage Contracts
14. LIVING WAGE ORDINANCE 127
15. BID GUARANTY
16. ADDITIONAL INFORMATION

3. LETTER OF TRANSMITTAL

Dear County of Los Angeles,

Patrol Solutions sincerely appreciates the opportunity to present this proposal for serving the unique security requirements of the Department of Public Works. It is the goal of my company, Patrol Solutions, to protect your employees, patrons, and property in a responsive and responsible manner. I have partnered with industry-leading security professionals who share my vision of emphasizing customer service in our security. We comprise the leadership of this company, and we all understand how important it is to give each client our full attention and respond whenever things may come up.

We take great pride in adapting our security service in order to meet the specific needs of each and every client. Our entire management team, especially Director of Operations Felix Guerrero and the local team, will work to develop strong working relationships with County staff and local law enforcement in order to deliver processes and training requirements specific to this contract. Patrol Solutions constantly analyzes ways in which we can further enhance our services with software, technology, and management in order to support the dynamic needs of the Department of Public Works. The complexity of the project requires us to be adaptive and responsive, and we are sure these additions will continue to increase the effectiveness of our armed and unarmed security services. All members of our upper management team have a great deal of experience serving government agencies with multiple facilities. Felix, who will be the manager overseeing the contract, has direct experience serving the DPW HQ in the past, when he worked for another security company. He also has plenty of Glendale Water & Power.

Patrol Solutions is a California-based regional security company which has proven to be resourceful with large scale capacity. Recent successes include ramping up multiple emergency response security programs. These programs include an 85-officer deployment in 1 week (San Francisco), 10 armed officers in the same day (LA), and a 10-officer, 10-site deployment in 24 hours (Inland Empire and LA). Our management team is also experienced serving major public agencies throughout California, and we apply best practices in all instances.

Patrol Solutions is built on a strong and reliable foundation: our people, our training, our processes, and our supervision to assure quality. Patrol Solutions fosters a strong sense of accountability and ownership across the organization. At Patrol Solutions, the entire team performs as one body, conditioned to support one another. Together, we are focused on delivering outstanding customer service. Patrol Solutions has read and reviewed the RFP and understands the nature of the work to be accomplished. After you have evaluated our proposal, we are confident that you will find that Patrol Solutions is highly suited and well qualified to meet and exceed your specific security needs.

The individuals authorized to represent the company are:

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

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

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

Respectfully,

Carl Cunningham

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

4. SUPPORT DOCUMENTS FOR LIMITED LIABILITY COMPANIES

Statement of Information

ARAL OF THE



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		-FILED- File No.: BA20221231238 Date Filed: 12/9/2022
	(916) 653-3516		
Entity Details			
Limited Liability C	Company Name	PATROL SOLUTIONS, LLC	
Entity No.		201629910319	
Formed In		CALIFORNIA	
Street Address of Princ Principal Address		6060 SUNRISE VISTA 1500 CITRUS HEIGHTS, CA 95610)
Mailing Address of LLC Mailing Address		6060 SUNRISE VISTA 1500 CITRUS HEIGHTS, CA 9561()
Attention			
Street Address of Califo			
Street Address of	California Office	6060 SUNRISE VISTA 1500 CITRUS HEIGHTS, CA 95610)
Manager(s) or Member	(s)		
	Manager or Member Name	Manager or M	tember Address
 Klinton Keho 	e	2348 JUNCTION CT RANCHO CORDOVA, CA 956	70
Agent for Service of Pro California Registe	ocess red Corporate Agent (1505)		
Type of Business Type of Business		SECURITY	
Email Notifications Opt-in Email Notif	lications	No, I do NOT want to receive prefer notifications by USPS in	entity notifications via email. I mail.

 Chief Executive Officer (CEO)
 CEO Name
 CEO Address

 Image: CEO Name
 CEO Address

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	12/09/2022	
Signature	Date	

Page 2 of 2

5. EXPERIENCE

Introduction

Patrol Solutions (PS) is pleased to present this proposal for providing the County of Los Angeles Department of Public Works (County) a comprehensive and industry-leading security program in response to the RFP for Security Services for Public Works Central Yard and Various Field Office Locations (BRC0000396). PS is ideally qualified to provide security services for these locations, and meets or exceeds all requirements as outlined in the RFP. PS has developed a thorough understanding of the requirements that are directly comparable to your security needs, including areas such as critical infrastructure, facility security, patrol procedures, employee safety, customer service, and cultural sensitivity. In addition, our director of operations, Felix Guerrero, has direct experience managing the security program for the DPW in the past when he worked for another security company.

Objective

Our overall objective is to design and implement a comprehensive security program that will meet and exceed your expectations, and deliver exceptional security services by a highly trained and professional staff. We have read and reviewed the scope of work and understand your objectives. Our team of security professionals assesses your site and your requirements, plans a customized security program, implements the solution, and consistently maintains quality services throughout the duration of the contract. We use the following key components, processes, and philosophies to meet this objective:

- Detailed, organized, and clear processes that are communicated to the officers and management team.
- Strict hiring standards and procedures with extensive security and background checks.
- · Well-balanced employee compensation package to attract and retain quality employees.
- Ongoing supervision, quality control, and support. Disciplined and verifiable on-site field inspection standards and procedures.
- Reliable guard tour system to ensure maximum client satisfaction.
- Regular performance evaluation of employees, processes, and security program.
- Well-established and communicated corporate philosophies and professional leadership skills and team. Exceptional experience serving government agencies, including public utilities and public works departments, as well as contracts requiring vehicle patrols and multiple sites.

Background: Company Profile

Patrol Solutions as a company was founded in 2010 under its original name of Tactical K-9 & Patrol Solutions in California in an effort to bridge the gap between law enforcement and security services by training officers to "police" an area in an engaged manner – meaning the regulation and control of a community, especially for the maintenance of public order, safety, and health. This is a level above the standard detect, deter, observe, and report protocols held by most private security companies. We accomplish this increased vigilance through officer support, training, supervision, individual professional development, and our emphasis on the employee pipeline. We have a train-your-replacement methodology that brings people together for a common cause – primarily the successful execution of objectives in a positive environment. In 2016, Klinton Kehoe (the COO) became owner of the company and officially shortened the name to "Patrol Solutions."

In a roundabout way, Patrol Solutions has benefitted from the recent trend of international companies' constant acquisition of regional security firms. We have been able to hire top performing security managers specifically to inject a customer-oriented experience for clients who are interested in a responsive, attentive, and accessible security management team that really puts the client at the forefront. Thus, our company is comprised of a management and leadership base of experienced security professionals who prefer working in a more personal environment with a more local scale. Patrol Solutions works to provide responsive decision making to every individual client, and also strives to recognize each employee's efforts and contributions while providing a road to successful career development. By fostering a sense of personal responsibility within each manager, supervisor, and security officer, the entire team is focused on delivering fantastic customer service for all of our clients.

Patrol Solutions, LLC (doing business as: Patrol Solutions), is headquartered in Citrus Heights, California, and has been providing armed and unarmed contract security services to a wide variety of markets since 2010. We are a limited liability company. Our clients include government agencies and municipalities as well as various types of properties and entities in the private sector. With a custom-tailored approach to each of our clients' security needs, PS provides unmatched security solutions to meet the specific needs of different agencies and businesses.

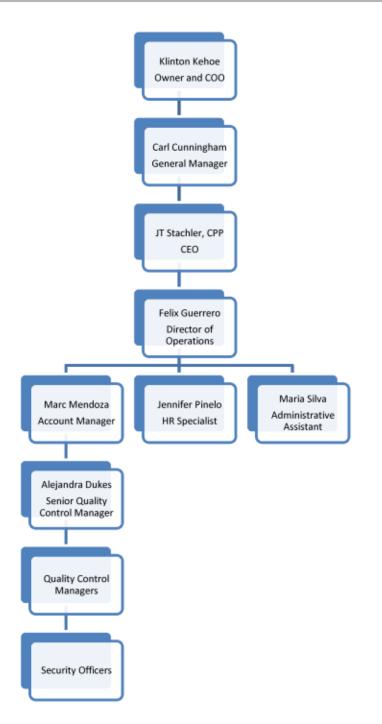
Patrol Solutions specializes in customized security solutions at venues where the premium is on customer service, corporate integrity, access control, and emergency response. PS services include armed and unarmed guard services; patrols and inspections; vehicle patrols; museum and gallery officers; concierge and receptionist services; security console operation; dispatch services; bike and Segway patrols; alarm response; inmate watch services; and other specialized client-requested security. We serve a variety of government agencies as well as private entities. PS operates out of five offices throughout California and employs about 170 security officers. PS is licensed as a qualified security patrol operator by the state of California/Bureau of Security and Investigative Services (license number PPO 119966). Our offices are located in Citrus Heights, Concord, Sunnyvale, La Mirada, and San Bernardino.

For the Department of Public Works Central Yard and Various Field Office Locations project, we will operate out of our La Mirada office.

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

Organizational Chart

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



Key Staff

Klinton Kehoe Owner and COO



Expertise

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

Professional Affiliations

American Society of Industrial Security (ASIS)

BSIS

Klinton Kehoe is the owner and chief operating officer 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.

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.

JT Stachler, CPP Chief Executive Officer



Expertise

Security Operations, Security Management, Security Threat Assessments, Risk Training, Security Technology, Internal and External Investigations, Client Relations, Risk Management

Education

Corban University: B.S. – Business Management and Communication

Certifications

Certified Protection Professional (CPP) – ASIS International

Affiliations

Past Security Officer Recognition Day Chair and Chapter Newsletter Chair, ASIS International

Past Vice Chair of the Olympic Mountain Chapter, ASIS

Volunteer Security Consultant, Multiple Nonprofit Organizations Patrol Solutions' chief executive officer, JT Stachler, is a Certified Protection Professional. After doing some independent consulting for Patrol Solutions, he officially joined the company in 2023.

JT began his career in the early '90s as a police officer before transitioning to the private security industry. He has worked for several international private security companies and served as a manager for various major accounts. When it comes to private security, he is highly experienced in project management, business management, and operations management.

In the past, he has been a high-ranking manager for the internal security teams of major corporations such as Microsoft, the EMP Museum, Zulily, Comcast, and Transamerica. All of his past experiences led him to become a highly sought-after independent security consultant.

In the realm of business management, JT has prepared and maintained budgets for significant accounts, and he managed multi-million dollar profit and loss portfolios. As a project manager, he has developed training plans, post orders, and personnel selection policies. In operations management, he has developed and managed regional, national and global security programs. JT is also proficient in a variety of security technologies, including Lenel, IDV Solutions, MIR3, Milestone, AtHoc, Genetec, AMAG, ProWatch, and more.

As an ASIS-certified CPP, JT has earned the internationally recognized gold standard of excellence for security management professionals. His decades of experience leading major security operations make him an ideal fit for Patrol Solutions.

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 growthoriented 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 Bachelor of Arts in Sociolog	Cal State University Northridge v	Northridge, California
	 Course work includes: Criminology, Social Research, Behavioral Studies, Statist Psychology. 		
	September 1988-May 199	Glendale Community College	Glendale, California
	Graduated 1988	Glendale High School	Glendale, California
Work Experience	2014-2019	Cypress Private Security Santa	a 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 Train 	ing Officer in 2003- 2005.	
	 Assigned as a Burglary/A 	auto Theft Investigator in 2007-2010.	
	1988 – 1994	Sears	Glendale, California
	Loss Prevention Agent		
		de assets protection, monitoring CCTV, cidents, and documenting reports.	, private arrest of shoplifters

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.

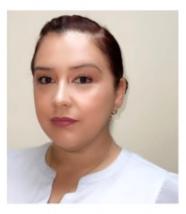
Maria entered the security industry in 2016 after over a decade in other fields. Beginning as guard at an airport where she provided access control, personnel escort, plane searches, and fire watch duties, she developed a thorough understanding of delivering services in the field. Her field experience 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

Aviation Safeguards

Gather, review, calculate and enter payroll data from handwritten timesheets using WinTEAM
payroll module for over 500 employees

3/1/2014 - Present

Los Angeles, CA

- 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.

Page 23

Unarmed Security Guard

Aviation Safeguards

- 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

Ortega's Transport INC

- Provided customer service and addressed customer issues in a timely manner
- Screened and directed calls; received and directed visitors ٠
- Performed administrative and office activities for multiple supervisors ٠
- Provided data entry support, including tabulating and posting of data in company software ٠
- 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

4/13/2007 - 3/1/2014 Los Angeles, CA

2/1/2004 - 4/13/2007

Los Angeles, CA

Description of Experience

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

- Los Angeles Police Department
 - \$2 million per year
 - o 2/2017 to 06/2019
 - Unarmed and armed officers to provide security guard services through the entire LA Basin, including El Pueblo, libraries, public hygiene facilities, water treatment plants, city buildings, jails, and the police communication tower.
- · Housing Authority of the City of Los Angeles
 - \$5.5. million per year
 - o 09/2013 to 11/2018
 - Armed and unarmed services for a major housing authority. Mobile patrols, foot patrols, access control, emergency response, concierge functions, customer services, CCTV monitoring, alarm systems, operation of X-Ray machines.
- City of Glendale
 - \$600,000 per year
 - o 04/2012 to 06/2019
 - Unarmed services for the City's libraries, public auditoriums, parking structures, office buildings, transit depot, Water & Power department facilities, and 27 parks. Duties include mobile and foot patrols, access control, lockup procedures, call response, and more.
- Civic Center BID (San Francisco)
 - \$500k per year
 - 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
 - o \$7 million per year
 - o 09/2008 to 06/2019
 - Unarmed and armed services for the second-largest public transit system on the West Coast. Security provided for office buildings, vehicle yards, and other SFMTA facilities. Duties include operating a security operations control center, fare/revenue escort, access control, anti-graffiti unit, mobile and foot patrols, emergency response, and cooperating with local police.
- East Bay Municipal Utility District
 - o \$2.5 million per year
 - o 07/2004 to 06/2019
 - Unarmed services for 19 EBMUD sites, including office buildings, yards, water treatment plants, construction sites, water aqueducts, and wastewater facilities. Duties include operating a security operations control center, mobile patrols (including remote sites), foot patrols, access control, lockup procedures, emergency response, CCTV surveillance, cooperating with police.
- Department of General Services (Ronald M. George State Office Complex)
 - \$3.1 million per year
 - o 5/2015 to 06/2019
 - Unarmed guards monitor cameras, access control, metal detectors, hand held wands, foot patrol of grounds including public areas, floors, and garages. We work in conjunction with CHP to provide security for California Supreme Court.

Our management team has directly served a number of major clients. Among the largest and most complex are the San Francisco Municipal Transportation Agency (SFMTA), the Los Angeles Police Department, the City of Glendale, and the East Bay Municipal Utility District. In addition to lobby duties, our team has experience with access control screening (visual, X-ray station, magnetometer, and wand screening) and the operation and monitoring of a variety of electronic security technology such as a proximity card access system and fire control center. Our leadership team regularly evaluates current policies and procedures in order to improve all aspects of security. Vigilant, ongoing evaluation of our security goals ensures that every facet of security meets its stated goals.

References

Patrol Solutions' experience in providing security services for operations similar to the County is extensive. We are proud to represent and support a range of clients in different industries as well as a variety of sites. Rest assured that when we develop your security program, we tap into decades' worth of collective knowledge and experience. We strive to earn each client's trust *every* day that we provide services for them. We believe that each of our clients is pleased with the security we provide. It is with great confidence we present to you this list of references.

- Arts District of Los Angeles Business Improvement District: Miguel Vargas, Executive Director
 - o 213-880-1332
 - o 1801 E. 7th St. | Los Angeles, CA 90021
 - Miguel@artsdistrictla.org

- Unarmed officers provide bicycle, foot, and vehicle patrols of the business improvement district. Officers provide visible deterrent to trespassing, vandalism, and illegal camping. Special emphasis on community engagement, with customer service through active patrolling, and incident reporting.
- Our local manager, Felix Guerrero, has been serving ADLA since 2016. Patrol Solutions began 09/2020.
- Contra Costa Water District: Norberto Martinez, Facilities Maintenance Administrator
 - o 925-688-8146
 - facilities@ccwater.com
 - o 01/08/21 to present
 - o 1331 Concord Ave. | Concord, CA 94520
 - As-needed security services. Vehicle and foot patrols, key control, regulating access, securing facilities/structures/open space, assisting authorized individuals. Serving the 13-acre campus.
- City of San Francisco Human Services Agency: Joseph Villatoro, Security Liaison Officer
 - o 415-850-6341
 - o 1440 Harrison St. | San Francisco, CA 94103
 - joseph.villatoro@sfgov.org
 - Access control and screening services for COVID response centers
 - o 06/15/2020 to present
 - Unarmed security services for multiple City-managed hotels and congregate sites. This
 project is part of the City of San Francisco HSA COVID emergency response. Duties
 include access control, foot patrols, emergency response, and serving as a visible
 deterrent to unwanted activities.
- Logix Federal Credit Union: Tyson Humpherys, Manager Safety & Security Operations
 - o 818-565-2155
 - o P.O. Box 6759 | Burbank, CA 91510
 - thumpherys@lfcu.com
 - Our local manager has been serving since 2016. Patrol Solutions began 04/2020.
 - o COVID-related special coverage for nine locations throughout Los Angeles County

Felix Guerrero's References

Felix, our director of operations, had a great career in the security industry even before joining Patrol Solutions. The following references are contracts Felix personally managed when he worked for other security companies. He has prior experience serving the DPW headquarters security contract.

- Los Angeles County Department of Public Works (Headquarters): Robert Gresham, Contract Administrator
 - o 562.861.0316
 - <u>RGRESHAM@dpw.lacounty.gov</u>

- Provide lobby and field security services
- \$2 million annual
- Our Director of Operations, Felix Guerrero, personally managed this contract from March 2009 to February 2020
- Armed and unarmed services for the LAC DPW headquarters contract (various sites). Duties include lobby and field security services, gate and checkpoint monitoring, access control, security for construction projects, and special details (additional as-needed responsibilities). Patrol Solutions' Director of Operations, Felix Guerrero, personally managed this security contract.
- Los Angeles Police Department Security Division: Alejandro DiazValle, Contract Security Liaison Officer
 - o 213-978-4679
 - 41897@lapd.online
 - o Provide security for libraries, parks, commercial properties, and historical sites
 - \$2 million annual
 - Patrol Solutions' Director of Operations, Felix Guerrero, directly managed this contract from 2001-2009, and from 2016-February 2020
- City of Glendale Water & Power: Martin Powers, Project Manager Security
 - o 8181-937-8987
 - mpowers@glendaleca.gov
 - Unarmed coverage for GWP facilities including the water and power facilities. Mobile patrol coverage included various City public facilities including libraries and 27 parks.
 - \$80,000 annual
 - Felix Guerrero directly managed this contract from March 2012-2019.

Minimum Mandatory Requirements Compliance

1. PPO License

PATROL SOLUTIONS

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LICENSE NUMBER: 119966 LICENSE TYPE: PRIVATE PATROL OPERATOR
LICENSE STATUS: CURRENT EXPIRATION DATE: FEBRUARY 28, 2025
SECONDARY STATUS: ADMINISTRATIVE FINE
CITY: CITRUS HEIGHTS STATE: CALIFORNIA COUNTY: SACRAMENTO ZIP: 95610
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2. Years of Experience

Patrol Solutions was founded in 2010 and has been providing security services ever since, to both private and public institutions. All of our managing employees have well over five years of experience in security and surpass the minimum of three years of security supervisory experience.

3. Supervising Employee's Experience

As stated in our Key Staff profiles/team resumes, our supervising employee, Felix Guerrero, has well over the minimum three years of experience.

6. WORK PLAN

Approach to the Scope of Work

It is the goal of Patrol Solutions that all of our security services will ensure the safety of patrons, vendors, and your employees. By providing a visible presence, our officers serve as a visual deterrence to crime and other unwanted activities. By performing their duties in an engaged, alert, and responsive manner, officers will create a safe environment for everyone. Whenever possible, officers will assist patrons, vendors, and County employees as long as doing so does not compromise their security duties.

Our experienced and knowledgeable security management team begins by reviewing your stated needs. After assessing current security, our team then designs a new security program customized to your requirements and tailored specifically for your project. The Patrol Solutions approach when designing the best security program for you is to meticulously analyze the site: location (area), activities, public interest, and other stakeholders. In particular, PS pays special attention in addressing the following factors:

24/7 Quality Control Manager Program – Quality control managers are available 24/7 via phone, text, and email. They conduct proactive site checks and ensure that field officers are performing up to standards. They evaluate officers' uniforms and equipment, review daily activity reports, and assist with any patrol or protocol modifications. Their time of visit varies from day to day. QCMs are mobile (marked security vehicles) and also respond to any emergencies or incidents. They not only supervise and manage the officers in the field, but also reward and discipline them. If necessary, QCMs can assist in 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 marked security vehicles for this project. Officers will undergo training to ensure safe and proper use of the vehicle within the DPW property.

Customer Service – All PS officers must undergo and complete customer service training. Officers will support County employees in any capacity as long as the officers can safely complete their post duties. Likewise, officers who work at facilities where they will interact regularly with the public will be comfortable doing so. They will be able to provide public information to visitors and have basic knowledge of the general area and services. Officers will, at all times, be polite, courteous, respectful, and responsive to any person authorized to be at the site.

Special Events – Patrol Solutions has the capacity to handle special events coverage with a minimum of four hours' advance notice. Simply reach out to Felix and he will ensure that any special coverage is accommodated.

Access Control – Officers will be aware of who is allowed to enter the site, and will handle any procedures (identification checks, bag checks, scanning, etc.) in accordance with the post orders. Trespassers located on the premises are asked to leave. If a crime has occurred, the officer observing the incident will sign the citizen's arrest form and provide testimony when summoned to do so. CCTV images are retained when possible to aid in future prosecution.

24/7 Dispatch Center – Patrol Solutions operates a centralized dispatch service staffed 24 hours per day, 7 days per week for maximum responsiveness. In addition, all supervisors have a smartphone, and have access to a work computer in the account manager's office.

Safety – All safety hazards are documented and reported to the PS account manager and your pertinent management. Issues that immediately threaten building occupants or business operations are addressed in accordance with the post orders. The account manager actively participates in the client's health and safety committee meetings as well as the Injury and Illness Prevention Program. PS will, at all times, maintain a trained and skilled force capable of performing all necessary security functions and patrol rounds, including operating building protection devices and other equipment.

Monitoring and Alarm Systems – Officers will be trained and familiar with any monitoring and alarm systems in use at their assigned site. This includes the desk consoles (employee access control and alarm computer, CCTV video monitors, DVRs, etc.), emergency/fire alarms and other fire safety systems and equipment, computer programs, voice intercom systems, and other electronic systems in use. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. When responding to an alarm, officers will follow their post orders and use their training to defend facility integrity. Our team is experienced in operating electronic security systems, and site-specific training will ensure that the systems will be used to their maximum potential.

Reporting and Documentation – All PS officers are trained to write accurate and detailed reports. Officers will complete the appropriate reports for each shift. Reports include daily activity reports, conditions reports, incident reports, and others as assigned. Any officer who knowingly falsifies a report will be disciplined up to and including termination from employment. Officers are fluent in English and able to communicate verbally as well as via report writing. Officers will maintain a log of security violations and report occurrences to supervisors as quickly as possible. In the event of any maintenance requests, officers will forward such requests to the proper representative.

Handling Disruptive Individuals – PS officers are trained in "verbal judo" and the importance of communication, especially in handling disorderly people. PS officers are trained in projecting a professional image and are skilled in diffusing potentially volatile situations. Our company training manager is also a certified Management of Aggressive Behavior Instructor. MOAB training presents principles, techniques, and skills for recognizing, reducing, and managing violent and aggressive behavior. The program also provides humane and compassionate methods of dealing with aggressive people both in and out of the workplace.

Rules and Regulations – All officers and supervisors learn the County's rules and regulations as well as those of their specific assigned site. Officers' appearance and uniforms will be neat and adhere to your standards. All equipment they have access to will be used solely for on the job purposes. Cell phones and any other electronic devices shall only be used for work duties (guard tour tracking, report writing, on the job communication, emergencies, etc.). Officers will not be engaged in or conduct any personal business or any business outside those described in the contract at any time while on duty.

Code of Ethics – PS officers follow our established code of ethics. In particular, the following apply to all employees: ethical responsibilities; courtesy in all circumstances; respectful treatment of others; and no use of inappropriate language. No officer shall accept any kind of gratuity. Each PS officer shall conduct himself or herself with the highest level of integrity.

Confidentiality – All PS employees are trained in confidentiality and how to handle sensitive information. (All information at a site is deemed sensitive and is not to be shared by PS staff.) The training and enforcement includes areas such as: interfering with legal processes, withholding information, and disclosure of information. All PS officers are trained in the area of providing relevant and important information to human resources, the client manager, or the facility manager. This includes knowledge of misconduct by a fellow employee. The PS team understands the importance of operating and providing services as a unified front. A single individual's performance, or lack thereof, impacts the perception of the entire company. The individual officer will report any information he or she might have as it relates to: illegal activity, misconduct, and use of drugs or alcohol.

Emergency Response – PS will design and implement an emergency plan that will address responses to threats and potential emergencies. The plan is based on the nationally-recognized Incident Command System (ICS) for emergency response. PS understands that changing security needs in the case of an emergency or major incident may require PS to respond with additional staff. PS is fully prepared to increase our security services in the event of an escalation in the security level (emergencies, civil unrest, fire, or special events). PS will work closely with your management to escalate and de-escalate the need for additional staffing at the site. In the event of an emergency, PS uses the following procedures to ensure that trained staff are on-hand to fill all shifts at the site, including scheduled absences as well as increases in staffing:

- Cross-training PS cross-trains field managers and flex officers. This allows us to have additional support ready to help in an emergency.
- Back-up Staffing PS has a pool of qualified officers who can be available to work on relatively short notice in the event of an escalation and need for additional staff. This includes officers who may be currently assigned to another post as well as flex officers.
- Emergency Planning Our guidelines are designed to help us maintain security services before, during, and after an emergency. This includes situations such as earthquakes, major fires, major civil unrest, or major escalation of the security level. Because each client and each situation is unique, PS works with client management to implement preventive measures such as additional training and site-specific emergency planning.
- Emergency Response Vehicle PS operates an emergency response vehicle especially equipped for emergency situations and special events. Our emergency equipment is always at the ready, and includes power generators, indoor/outdoor lighting systems, light rescue equipment. All of the emergency equipment is checked monthly. This specially-equipped vehicle enables PS to respond during an emergency incident or scheduled special events.

Staffing Plan

Patrol Solutions will utilize its training and managerial resources in order to implement a site assessment and training program throughout the transition and delivery of the work plan. Led by Felix Guerrero, our local team will be able to focus on what matters most: officer development with the goal of customer service and asset protection. As our managers begin updating the post orders and implementing our work plan, they will use some of the following resources. For the benefit of the County, our officers, managers, and client will be supported by our manned 24/7 watch commander station. Our managers are available 24/7 via phone, text, and email as well. Every shift, we have mobile quality control managers (QCMs) who conduct on-site supervision and support. QCMs perform unannounced site visits and have the authority to discipline officers. Delivery of service will not just be in the field. The team at the local office is available to help officers with uniforms, inquiries, and schedule changes if needed. We know the tasks required and are prepared to evaluate and improve wherever possible.

Recruitment Process

We post our open positions on job websites such as Indeed, LinkedIn, and our own company website. Job fairs, the Employment Development Department, flyers, word of mouth, trade shows, and employee referrals are other ways we recruit. Our first intention always is to try and promote from within whenever possible. Whenever we have qualified and deserving internal candidates who are ready to advance in their careers, we try to promote them. Our two most effective recruiting mediums are word of mouth and our online postings. Word of mouth referrals in particular have made a significant impact, as many of our employees are actually recruited by their family members and friends.

Personnel Selection Process

As an equal opportunity employer, PS seeks to hire the best employees in each market served. In order to meet our overall goal of 100% customer satisfaction, the personnel selection process is carefully designed to find the most suitable individuals for each post. The overall objective of our personnel selection process is to have a pool of top-quality professionals on-hand, ready to take on any assignment.

Application: After the applicant has successfully completed the initial questionnaire and progresses to the next phase of the hiring process, the applicant will complete an extensive application. PS takes great pride in providing our clients with accurate and detailed reporting; the applicant must also demonstrate clarity, detail, and accuracy when completing the application document.

Interview: To best assess a potential employee, PS has implemented a multi-step interview process.

- Human Resources Review of Application: After the applicant has completed a comprehensive application form, our human resources department reviews the application to find out if there is a fit between PS and the applicant. We have a full-time recruiting manager overseeing this process.
- Hiring Manager Interview: The hiring manager will conduct an interview with the applicant to better understand the candidate's qualifications and to determine how the applicant satisfies the requirements for a specific assignment. During times when we need to interview many candidates, the recruiting manager will assist with interviews.
- Optional Client Interview: As the last interview step, an on-site interview may be conducted by the client if the client chooses this option.

During the interview process, the applicant's language and communication skills are assessed. An applicant must be able to speak, read, and write proper English in order to proceed successfully through the PS personnel selection process.

Training & Work Verification: All applications are verified against listed information. Training is verified with copies of certificates or diplomas, or by contacting relevant organizations. After verification of work experience and training, each new PS employee will complete and pass required PS training modules.

Annual Verifications of Certificates: PS conducts annual verifications of all licenses required for security officers and other staff. In addition, twice a year PS will conduct a check against the Department of Motor Vehicles (DMV) for all officers assigned to the site.

We will adhere to the staffing plan as described in the RFP in Form LW-8. Whenever possible, and if so desired by all involved parties, we seek to retain incumbent officers.

Security Director

Marc Mendoza is our proposed account executive/account manager (Patrol Solutions' on-site supervisor) for this contract. He will function as the daily point of contact for the DPW and manage the project on a day to day basis. His work experience and resume are provided in section 5 of this proposal under the subsection "Key Staff." Marc reports to Felix Guerrero, the director of operations.

Training Programs

Patrol Solutions is committed to the professional growth of every employee within the company. Training is an ongoing process that never stops. All of our active officers are AB2880 compliant and have completed mandatory BSIS training. They must successfully complete the 8-hour BSIS guard card course. In addition, there is a 32-hour BSIS continuing education series of courses. Armed officers are required to have completed the mandatory BSIS training for armed guards. Initial training for new employees is, at a minimum, 8 hours. This includes live training in the field. Depending on the complexity of the position, the field training could range from one full day to one full week, or possibly more. In addition, we can provide field training on an as-needed basis throughout the duration of the project. On-the-job training plans can be further developed and refined after the start of the contract, in the context of a full understanding of the site.

Outline of Training Manual

To provide you with an outline of our training manual, the following items are listed in the table of contents of our officer handbook. We can provide a copy of our handbook upon request.

- Introduction
- Primary Mission Statement
- Security Professional Job Description
- Emergency Response
- Bomb Threats
- General Rules and Procedures
- Special Events
- Reports
- Handling of Complaints
- Liability Issues
- Laws
- Summary

We also strive to promote ongoing training and officer development. Our director of operations, Felix Guerrero, is a certified trainer in various disciplines including firearms training.

Types of Training

Client-specific Training – PS will train all staff assigned to a client's site in accordance with the specific duties unique to the site and post. Depending on the complexity of the position, the length of time spent

on client-specific training will vary. In dynamic environments, site-specific training may be ongoing to match evolving needs.

Scenario-based Training – Scenario-based training involves real-life situations that are either role-played between the teacher and the student, or video scenarios that are presented and discussed amongst the class.

Cross-training – Officers may be cross-trained on other posts and/or locations in the case of emergency or need for additional officers at that location. Cross training also prepares officers to perform fill-in duties and even further enhance their skill sets.

CPR and First Aid Training – If needed, security officers will receive CPR and first aid training for adults and infants. Certified trainers conduct these trainings in accordance with Red Cross standards to earn a Red Cross certification.

A Note on Training

Our managers will be building and then training our officers based on the materials provided by the following organizations:





Felix Guerrero's Training Certifications

Felix, our director of operations, is a certified trainer for several disciplines, and he can and will provide relevant training to officers assigned to this project so that they will have all of their necessary certifications/licenses before beginning on-site work.

Firearm Training Academy: BSIS Guard Card firearm permit, BSIS PR24 baton, and additional outside training.

American Bike Patrol Services: Bike training certification, bikes repairs, and uniforms.

He is also a certified instructor for the following:

- AVADE (workplace violence and hands-on tactical defense)
- American Red Cross: First Aid/CPR/AED and bloodborne pathogens

Training Curriculum

To best prepare officers for their duties, Patrol Solutions' training is tailored for each client and each post. Training is an ongoing process and is overseen by a dedicated training manager.

Available Training Courses			
Access Control	First Aid and CPR (Red Cross)	Parking and Traffic	
Active Shooter	Handcuffing	Policies and Procedures	
Advanced Criminal Law	Handling Difficult People	Port Safety	
Advanced Search and Arrest	Illness and Injury Prevention 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

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 marked security vehicles, a site cellphone for the security director, and identification badges for all employees. We will provide flashlights and spare batteries. Any officers who are equipped with a baton will carry the appropriate certification. Armed officers are equipped with a County-approved firearm as described in the RFP. These firearms have been approved by senior management and all armed officers are fully trained and certified.



Vehicles

Our marked security patrol vehicles are equipped with flashlights, traffic cones, flares, bannerguard tape, a first aid kit, blanket, and other necessary equipment.







Transition Plan and Timeframes

Our transition plan begins once we receive the awarded contract. The transition timeline indicates the projected lead time and schedule we typically use in normal circumstances after being awarded the contract. Patrol Solutions will:

- Seek to understand and operate in harmony with current work-flow.
- Anticipate and assess the potential impact on various departments and constituencies.
- Learn all rules, policies, and procedures at the site and within the operation.
- Implement the most effective tools, materials, and technology.
- Execute a systematic and smooth transition of responsibility that instills confidence.

As phases of the transition plan conclude, PS incorporates necessary changes and provides updated plans to the client. Administering a complete security program is a multi-step process including: security assessment, security team selection, management team selection, on-site leadership, recruiting, training, monitoring, and supervision and support functions.

Key Personnel Duties and Responsibilities: Before the transition starts, PS will identify the key personnel who will be responsible for delivering the security services and define their duties during the transition.

Documentation, Communication, and Training: PS, together with the client, will establish ongoing communication methods and requirements needed to operate the security program. During the transition process, PS also prepares training schedules that outline training topics, responsible managers, and required attendees.

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

Transition Timeline

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:
 - o Evaluate field officers' physical appearance, equipment, and performance.
 - Conduct general review of the site.
 - o 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.

Forms LW-8.1 through 8.4 are included as Exhibit A.2, Staffing Plan and Cost Methodology

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.
- 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

NA > Officer:	Client:					D	ete:		
wint → Officer: wint Post	Locatio	n:					-	 -	
Post		Day Shift		Hours:					
		Swing Shift	>						
red at Start of Shift		Grave Shift	1	Post					
ou agree to and acknowledge that you have taken your instructed and required breaks during your shift.		ent Received at		Shift				 	
	By sign								

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

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

PLEASE MARK INCIDENTS THAT OCCURRED DURING SHIFT

PLEASE DESCRIBE ALL ACTIVITIES AND INCIDENTS THAT OCCURRED DURING SHIFT

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

TRO

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.

TIME	DAILY ACTIVITY REPORT (DAR)	GE
	ů	
	LUNCH BREAK	
		_
		_
	×	
	SECOND 10 MINUTE BREAK	
		_
		_

Incident Report

3

Client:		NCIDENT F				
		Address:		Phone Number:		
Type of Incident:		Place of Incid	ent:			
Date & Time of Incider	at-		Police/Fire	Notified		
Date & Time of fillider	n.	Police/Fire Notified. Yes				
			Client Notif No	ied:		
Name of Reporting Pe	rson:		supervisor	Notified:		
	NAMES OF VICTIN	S. WITNESSES	PERSONS	NVOLVED ETC.		_
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SOLUTIONS		

INCIDENT REPORT

	NARRATIVE (Co	ntinued)		
Description of Incident/Injury (WH	0 – WHAT- WHERE – WHEN –	HOW)		
		ŝ,		
`				
Reporting Person's Name:	Signature:	Date/Time of Report: 2016-04-	PAGE 2	OF 2
			PAGE 2	OF 2

Conditions Report



Patrol Solutions

CONDITIONS REPORT

Client Site			Date of Report
Site Address			Time of Observation

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

Location

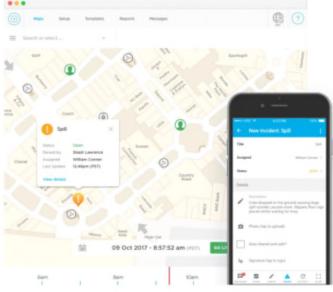
Condition Observed

Reported By:	

C. Quality Control Documentation, Review, and Reporting

GuardTek is a full-service and versatile guard touring solution with real-time tracking of officers that also provides customizable reporting capabilities, communication channels for dispatch functions, and a web portal for client usage.

Intelligent location and communication tools empower our distributed field teams and give you peace of mind. Continuous tracking through GPS, QR near-field communication (NFC), codes, 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.

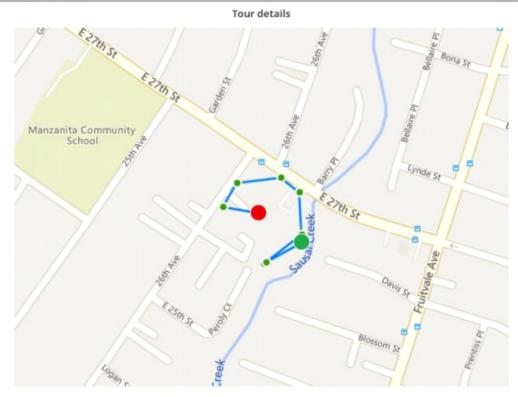
GuardTek also supports daily activity reports, incident reports, and other customizable reports as needed. Officers complete these reports on the app, which are stored online and available 24/7 for the client to review as well. Reports include timestamps, photos, text notes, priority levels, and notification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

8/3/2022 5:57:12 PM 8/3/2022 6:17:02 PM 00:20 01:00 (+/- 0 min.) Comments: Tour was ended normally Are Missing Tags Justified? No Reason for Missing Tags:
Are Missing Tags Justified? No Reason for Missing Tags:
Reason for Missing Tags:
Comment for Missing Tags:
Record Sector Se
Compliance Activity / Incidents
% Compliance Total Tags: Total: 0

Tag Name	Tag S/N	Order Read	Tag # in Tour	Time	
Employee LL Entrance	FC4978515B27706	1	3	5:57 PM	SP 47: 25.90* N. 122* 13: 19.13*U SP 47: 25.90* N. 122* 13: 19.13*U
Rear Gates	FC49785151FBA53	2	10	6:02 PM	Ar 25.12" N.12" 13' 20.92" W

Tag Name	Tag S/N	Order Read	Tag # in Tour	Time	
Main Bldg.	FC4978515236397	6	8	6:08 PM	JUNE JUNE JUNE
Main Parking Lot	FC49785156E43E0	7	4	6:10 PM	Sr 4r 27.91 * N.122 * 13 · 19.26 * M



All of these reports are made available to the client online. Most clients prefer to receive one email per day that contains all of that day's reports. This is mainly so that the person receiving the reports isn't constantly bombarded throughout the day with notifications. However, we can adjust the frequency of these reports based on your preference.

8. NO SUBCONTRACTORS

Patrol Solutions understands that subcontractors are not to be used to perform any of the contracted work. We will **not** enlist the use of subcontractors for this contract.

9. FINANCIAL RESOURCES

Three Most Current Financial Statements (Confidential)

Financial Statements are omitted for confidentiality purposes

10. LICENSES AND CERTIFICATIONS

PPO License



PATROL SOLUTIONS

LICENSE NUMBER: 119966 LICENSE TYPE: PRIVATE PATROL OPERATOR LICENSE STATUS: CURRENT EXPIRATION DATE: FEBRUARY 28, 2025 SECONDARY STATUS: ADMINISTRATIVE FINE CITY: CITRUS HEIGHTS STATE: CALIFORNIA COUNTY: SACRAMENTO ZIP: 95610

Upon award of contract, we will provide you with the BSIS guard cards for officers assigned to this contract.

11. INSURANCE AND BONDS

Form PW-13

FORM PW-13

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Patrol Solutions

Proposer's Name

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

Address



If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

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

Form PW-16

FORM PW-16

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Patrol Solutions

Proposer's Name

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

Address

4 F

Proposer <u>will</u> provide a performance bond as set forth in this Request for Proposals, as described in the Fourteenth Paragraph of the Sample Agreement, and Proposer <u>will</u> procure, maintain, and provide the County the performance bond, substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bond shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon.

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

12. RECORD KEEPING

Form LW-9

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. 1.	TRACKING HOURS WORKED 1. How does the Proposer track employee hours actually worked?	1.1. We use Trackforce Valiant to track employee hours actually worked.
1.	 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? 	 Officers report to work at their work location. They clock in using the GuardTek m-Post app at the beginning of their shift.
1.	 If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location? 	1.3. Employees' shifts begin when they arrive at their work location at the designated start time. They clock in when their shift begins.

1 of 6

		FORM LW-9
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
How does th reported to w	TING TIME he Proposer know employees actually work and at what time? For example, a, computerized check in, call-in system, method?	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.
	COS OF ACTUAL TIME WORKED	3.1. There is a master schedule that documents the official start and end times of every employee's actua
beginnin work shi	ng and ending times of employee's actual ifts?	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
	cords are maintained by the Proposer of me worked?	times are verified, a manager uses the system to generate a payroll detail report. Employees also fill out
	records maintained daily or at another (indicate the interval)?	a paper timesheet. 3.2. The Trackforce Valiant system creates a payroll detail report which documents the beginning and
	reates these records (e.g., employee, sor, or office staff)?	ending times of each employee's actual work shifts. The report also includes other related and relevant information to ensure accurate records are documented and archived.
3.5. Who ch checking	hecks the records, and what are they g for?	3.3. The records are maintained daily and in real time. 3.4. The account manager and/or office staff create these records using Trackforce Valiant.
3.6. What ha	appens to these records?	3.5. The account manager checks the electronic records to make sure that clock-in times match
	y used as a source document to create ar's payroll?	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
	ACTUAL COPIES OF THESE RECORDS blank out any personal information).	document with the actual times to ensure that the employee cannot cheat the system. 3.6. The records are stored in the Trackforce Valiant system. 3.7. Yes, they are used as a source document for payroll.
		3.8. We have attached a sample payroll detail report. The employee and client names have been redacted.

2 of 6

PROPOSAL

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		FORM LW-9
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4.2. 4.3.	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) If records of actual time worked are not used to create payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document, and what do they compare it with prior to approving it?	 4.1. Records of actual time ARE used to create payroll. The manager checks the Trackforce Valiant system with the employees' timesheets to verify actual time worked. 4.2. The account manager prepares and checks the source document. 4.3. The employees sign their physical paper timesheets. 4.4. The account manager approves the source document, which is the payroll detail report. It is compared with the paper timesheets. In addition, the electronic guard tracking system (which is also used for clock-in and clock-out) is geofenced so that employees cannot clock in when they are not actually at their work site, and if they walk off the work site they will be automatically clocked out. We also have a 24/7 quality control manager (QCM) program. Every shift, a QCM will make at least one unannounced
5.2.	BREAKS How does the Proposer know that employees take mandated breaks and meal breaks (periods)? Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?	site visit to verify that the officers are all performing their duties appropriately. 5.1. The electronic guard tracking app also tracks employee meal breaks. Employees also fill out their paper timesheet which includes their breaks, and they sign those physical sheets. 5.2. We save the physical timesheets that employees sign. 5.3. The account manager prepares, reviews, and approves this documentation.

3 of 6

PROPOSAL

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

4 of 6

PROPOSAL

PATROL SOLUTIONS LLC. CALIFORNIA 6060 SUNRISE VISTA SUITE 1500 CTTRUS HEIGHTS, CA 95610 VOUCHER NO. 10688

DEPOSIT

THIS IS NOT A CHECK

Redacted

Deposit Amount Description \$1,202.38 Checking

221110134530 800164800140800803

VOUCHER - NON NEGOTIABLE

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						Hours			Rate	
CUSTOMER	LOCATION		DATE	TOUR	REGULAR	O.T.	HOLIDAY	REGULAR	O.T.	HOLIDAY
LA-01 Redact			11/7/22	7:00-15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redact			11/8/22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redact			1/9/22	7:00 - 15:30 7:00 - 15:30	8.00 8.00	0.00	0.00	26.000 26.000	39.000 39.000	39.000 39.000
LA-01 Redact LA-01 Redact			1/11/22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redact			1/14/22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
LA-01 Redact			1/15/22	7:00 - 15:30	8.00	0.00	0.00	26.000	39.000	39.000
Prena Medaci	eu	1	1113144	1.00-15:30	0.00	0.00	0.00	20.000	39,000	39,000

11/18/2022 1:43:30PM

000164000140000003

		FORM LW-
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7.	MANUAL PAYROLL SYSTEM	
7.1.	If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.	Patrol Solutions uses an automated payroll system.
7.2.	If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	
8.	AUTOMATED PAYROLL SYSTEM	
8.1.	If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.	8.1. The hours worked during the pay period and the wage rates are input into the payroll system, which will calculate the payroll. The payroll system is linked with the scheduling system and beginning the payroll process is as simple as one click.
8.2	If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?	8.2. It is the manager's responsibility to input the employee's different wage rates into the payroll system's wage matrix for that individual. As long as the information has been inputted accurately, the payroll system will calculate the employee's total wages properly.
8.3.	Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	8.3. The calculation itself is embedded in the software program. However, the manager needs to input the proper data.

5 of 6

	FORM LW-
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
 TRAVEL TIME How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? 	 9.1. Travel time is paid at the the same rate as the employee's wage, plus the required California mileage stipend. 9.2. The employee is paid at the rate of the first job that the employee is leaving.
 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate. 	 9.3.a. The employee would be paid four hours at the the rate under the County Living Wage contract (three hours for working at the location, plus one hour for travel), and four hours at the different rate. 9.3.b. The employee would be paid eight hours at the County Living Wage rate (three hours for working at the first location, one hour for travel, and four more hours for the second location).
 OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates? 	 10.1. Overtime rates will apply to work in excess of 8 hours per day or 40 hours per week; any extended shifts and hours performed at the request of the client; additional personnel or hours requested with less than 72 hours' notice, but only for the first 72 hours. Overtime rate is time and a half. 10.2. Whatever site the employee is working at when they accrue the overtime is the overtime rate they will earn.

6 of 6

PROPOSAL

13. FORMS LIST

Declaration for Security Services for Public Works Central Yard and Various Field Office Locations (BRC0000396)

PROPOSER'S DECLARATION FORM

FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

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:	Carl Cunningham	DATE: 05/05/23

PW-1: Proposer's Organization Questionnaire/Affidavit

FORM PW-1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

P	ROPOSER NAME: Patrol Solutions	COUNTY WEBVEN NUMBER: 199883
в	USINESS ADDRESS: 14241 Firestone Bit	vd., Suite 400 La Mirada, CA 90638
	ELEPHONE NUMBER: 415-760-8116 TERNAL REVENUE SERVICE EMPLOYER ID	E-MAIL: carlcunningham@patrolsolutions.com DENTIFICATION NUMBER: 201629910319
1.	Select the option that best defines your firm's business structure: Corporation Limited Liability Company (LLC) Limited Partnership Sole Proprietorship Non-Profit Franchise Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): 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:
2.	Is your firm doing business under one or more DBA's?	Name: Country of Registration: Year became DBA:
3.	Is your firm wholly/majority owned by, or a subsidiary of another firm?	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: State of Incorporation or registration of parent firm:
4.	Has your firm done business under other names within last five (5) years ?	If yes, indicate any other names and the year of name change. Name(s): Year(s) of Name Change:

Page 1 of 2

FORM PW-1

(Continued)

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

Page 2 of 2

FORM PW-2

SCHEDULE OF PRICES

FOR

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

PLEASE NOTE: The PW-2 forms to fill out and submit with your proposal may also be accessed electronically at: <u>http://pw.lacounty.gov/brcd/servicecontracts/</u>. Please complete, print, and sign your forms to be included with your proposal submission.

IMPORTANT: Each Group will be evaluated and awarded independently. Your proposal must clearly specify which Group(s) your firm is submitting proposals for.

- 1. The County intends to award two separate service Contracts to two separate Service Location Groups; however, proposers are <u>not</u> required to submit bids for **both** of the Service Location Groups solicited through this RFP. Proposers only need to submit bid Proposals for the specific Service Location Group(s) for which they intend to offer work. Each Service Location Group contains its own estimated hours as reflected on each Schedule of Prices (PW-2 Forms) for each respective Service Location Group. Proposers must indicate which Service Location Group(s) they are submitting bid prices for on this Form and submit completed bid prices for the specific Group as identified by the corresponding Schedule of Prices forms.
- In accordance with these specifications, the undersigned Proposer is herewith submitting the Proposal for the performance of the work described in the RFP and for the locations and estimated hours as detailed in Exhibit G.1 – G.2 for the Service Location Group(s) as follows:

SERVICE LOCATION GROUP	SCHEDULE OF PRICES	SUBMITTED PROPOSAL
GROUP A: Central Yard Sites	PW-2.1A to PW-2.5A	Yes 🗆 No
GROUP B: Building and Safety Permit Offices	PW-2.1B to PW-2.5B	Yes 🗆 No

LEGAL NAME OF PROPOSER Patrol Solutions	Title of Authorized Person General	Title of Authonized Person General Manager	
SKONATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL Carl Cunningham	DATE 05/05/23		
LICENSE TYPE PPO	BUSINESS PHONE 310-490-9804	MOBILE PHONE 415-760-8116	
STATE CONTRACTOR'S LICENSE NUMBER	PROPOSER'S ADDRESS		
119966	14241 Firestone Blvd.	14241 Firestone Blvd., Suite 400	
	La Mirada, CA 90638	La Mirada, CA 90638	

Forms PW-2.1 through 2.5 are included as Exhibit A.1, Schedule of Prices

PW-3: Certification of Compliance

FORM PW-3

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? Yes 🗆 No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? Ves 🗌 No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? Ves 🗆 No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? Yes 🗌 No
			Check the Certification below that is applicable to your company.
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	Board Policy 5.065	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.
	applicable)		OR
	· · ·		□ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable/Trusts.
		+	Certifies Compliance? Ves No
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	Willing to provide GAIN/GROW participants access to employee mentoring program?
			Yes No N/A-program not available
			Certifies Compliance? Ves 🗆 No
	Contractor Employee Jury Service Program Certification Form & Application for Exception		If No, identify exemption:
		LACC 2.203	My business does not meet the definition of "contractor," as defined in the Program.
7			My business is a small business as defined in the Program.
			My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? Ves INO

PW-4: Contractor's Industrial Safety Record

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSAL DATE: 05/25/23

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

	2018	2019	2020	2021	2022	Current YTD	Totals
1. Number of contracts.	23	28	34	37	42	44	206
2. Total dollar amount of Contracts (in thousands of dollars).	425,912.29	731,974.71	2,724,276.77	7,554,276.67	8,600,000	1,100,000	21,136,440.44
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	1	4	5	3	13
 Number of lost workday cases involving permanent transfer to another job or termination of employment. 	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	3	12	15	3	33

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

PW-5: Request for Preference Consideration

FORM PW-5

REQUEST FOR PREFERENCE CONSIDERATION

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

PREFERENCE NOT REQUESTED

OR

P F	PREFERENCE REQUESTED (SELECT ALL THAT APPLY)				
Prefe	Preference Program Reference				
V	Request for Local Small Business Enterprise (LSBE) Program Preference	LACC 2.204			
	Certification for Non-Federally Funded County Solicitations				
Certification for Federally Funded County Solicitations					
Request for Social Enterprise (SE) Program Preference LACC 2.205		LACC 2.205			
	Certification for Non-Federally Funded County Solicitations				
Certification for Federally Funded County Solicitations					
	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	LACC 2.211			

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or \$150,000 in response to any county solicitation.



LOS ANGELES COUNTY CONSUMER & BUSINESS AFFAIRS

Board of Supervisors February 21, 2023

Hilda L_ Solis First District

Holly J. Mitchell Second District

Lindsey P. Horvath Third District

Janice Hahn Fourth District

Kathryn Barger Fifth District

Dire ctor Rafael Carbajal

Chief of Staff Joel Ayala

Andrew Tan PATROL SOLUTIONS, LLC 10016 PIONEER BLVD STE 109 SANTA FE SPGS, CA 90670-6218

Vendor #: 199883 Certification Record #: 093178

CERTIFICATION LETTER FOR FEDERALLY FUNDED COUNTY SOLICITATIONS

Dear Andrew Tan,

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) on federally funded solicitations from the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your System for Award Management (SAM) registration as a small business. Your certification expires on June 30, 2023.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which are federally funded and subject to federal restrictions and include the "Request for Preference Consideration* form. You must complete the form and provide a copy of this approval letter in your bid/proposal to receive the preference. To view your L.A. County LSBE certification status, visit: camisvr.co.la.ca.us/webven

As a certified LSBE, your company is also eligible for a 15-day prompt payment through the "Countywide Small Business Payment Liaison and Prompt Pay Program." To request your free Prompt Payment Stamp please email the Office of Small Business at OSB@dcba.lacounty.gov or call (323) 881-3964

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for this certification. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

For guestions about this certification or to learn more about resources available to small businesses you can visit us online at DCBA.lacounty.gov, email us at OSB@dcba.lacounty.gov, or call us at (323) 881-3964.

Sincerely,

Rafael Carbajal Director

AG

Christian Olmos Program Chief, Office of Small Business RC:CO

dcba.lacounty.gov info@dcba.lacounty.gov

320 W. Temple St., RoomG-10, LosAngeles CA, 90012-2706 (213) 974-1452 * (800) 593-8222 * Fax: (213) 687-1137

PW-6: Proposer's Reference List

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Patrol Solutions

PROPOSED CONTRACT FOR: Security Services for Public Works Central Yard and Various Field Office Locations
(BRC0000396)

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-MAJL:		E-MAIL:	
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:
SERVICE: DEPT/ DISTRICT:	SERVICE DATES:	SERVICE: DEPT/DISTRICT:	SERVICE DATES:
	SERVICE DATES:		SERVICE DATES:
DEPT/ DISTRICT:	SERVICE DATES:	DEPT/DISTRICT:	SERVICE DATES:
DEPT/ DISTRICT: CONTACT:	SERVICE DATES:	DEPT/DISTRICT: CONTACT:	SERVICE DATES:

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Security	SERVICE DATES: 09/2020 to present	_	SERVICE: Secu		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: No	rberto Martinez, F	acilities Maintenance Administrator	
TELEPHONE: 213-880-1332			TELEPHONE: 9	25-688-8146		
FAX:		1	FAX:			
E-MAIL: miguel@artsdistrictla.org			E-MAIL: faciliti	ies@ccwater.c	om	

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

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							
Interna	Internal Revenue Service Employer Identification Number						
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.		YES				
2.	The proposer periodically conducts a self-analysis or utilization analysis of	$\overline{\mathbf{A}}$	YES				
	its work force.	Π,	NO				
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	\checkmark	YES				
	discriminatory against protected groups.		NO				
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include	\mathbf{A}	YES				
	establishment of goals and timetables.		NO				

PW-8: This form is intentionally removed.

PW-9: Proposer's Debarment History and List of Terminated Contracts

FORM PW-9

PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: Patrol Solutions

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity			\sim
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 t	he past three (3) years.		\sim

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

Name of Service/Contract:	Name of Entity/Agency:	
Entity/Agency Address:		
Contact Person and Title:	Business Phone:	
Termination Date:	Contract Number:	
Reason for Termination:		
Name of Service/Contract:	Name of Estitut/Agency:	
	Name of Entity/Agency:	
Entity/Agency Address: Contact Person and Title:	Business Phone:	
Termination Date;	Contract Number:	
Reason for Termination:	Sonrad Humber.	
Name of Service/Contract:	Name of Entity/Agency:	
Entity/Agency Address:		
Contact Person and Title:	Business Phone:	
Termination Date:	Contract Number:	
Reason for Termination:		

FORM PW-10

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

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

Section 1: FIRM/ORGANIZATION INFORMATION				

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 employees				
	by the firm regardless of location.			
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of			
	Owners/Partners/Associate Partners and percentage of how ownership			
	of the firm is distributed into the Race/Ethnic Composition categories			
	listed in the table. Final number must total 100%.			

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, OR LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ).Enter all the CBE certifications held by the firm.

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

 Section 1: 	٠	Section	1:
--------------------------------	---	---------	----

TITLE	REFEREN	REFERENCE						
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 Cali	fornia:	170						
Total Number of Employees: (include	ding owners)	170						
Race/Ethnic Composition of Firm:	Enter the make-u	up of Owners/Partners/As	sociate Partners into the foli	owing categories:				
		/Partners/Associate Partners	Firm's Perce Ownership Di					
	MALE	FEMALE	MALE	FEMALE				
Black/African American			%	%				
Hispanic/Latino			%	%				
Asian/Pacific Islander			%	%				
American Indian			%	%				
Filipino			%	%				
			100 %	%				

Section 2:

TITLE		REFERENCE 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						
CERTIFICATION AS MINORITY, WOM DISADVANTAGED, DISABLED VETERA GAY, BISEXUAL, TRANSGENDER, QUE QUESTIONING-OWNED (LGBTQQ) BU	ER, AND							
Check here if this do			otherwise, please m		pelow:			
Firm/Agency Name	Women	Disadvantaged	Disabled Vet	LGBTQQ				

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:
- Court of Jurisdiction: _____
- Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. Dending Litigation Drive Threatened Litigation Judgment (check one)

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

PW-13: Proposer's Insurance Compliance and Affirmation

FORM PW-13

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Patrol Solutions

Proposer's Name

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

Address



If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

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

PW-14: N/A

PW-15:

FORM PW-15

AFFIRMATION OF COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

PROPOSER MUST CHECK A BOX IN EVERY SECTION Important Note: Information on this form is subject to verification and may not be used for scoring purposes.

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

Subcontracting is not allowed for the purposes of meeting any of the minimum mandatory requirements, including a Subcontractor in your submitted proposal will render your proposal nonresponsive and disgualify your proposal from further consideration. At the time of proposal submission, Proposer must meet all of the following minimum requirements:

- 1. Proposer must possess a valid and active California-issued private patrol operator license at the time of proposal submission.

Yes. Proposer does have the required valid and active license as specified above. *Please* complete the chart below:

Proposer's Name	Active Dates (Month/Yr.)	License Number	Page No. (Provide page of your proposal detailing this info.)
Patrol Solutions	Current - 02/2025	119966	Pg. 27

No. Proposer does not have the required valid and active license as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.

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

Yes. Proposer does have the required years of experience providing the type of security services solicited as specified above. *Please complete the chart below:*

Proposer's Name	Experience Dates (Mo./Yr. to Mo./Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Patrol Solutions	From: 2010	Founded in 2010 and continuously providing	Pgs. 7, 8
	To: Present	armed and unarmed security services	90.110

No. Proposer does not have the required years of experience providing the type of security services solicited as specified above. Checking this box will render your proposal nonresponsive and will disgualify of your proposal from further consideration.

Page 1 of 2

V

FORM PW-15

(Continued)

- Proposer's supervising employee(s) must have a minimum of 3 years of experience supervising seçurity operations.
 - Yes. Proposer's supervising employee(s) does have the required years of experience supervising the type of security operations as specified above. Please complete the chart below:

Employee's Name	Experience Dates (Mo./Yr. to Mo./Yr.)	Description of Services/Experience	Page No. (Provide page of your proposal detailing this info.)
Klinton Kehoe,	From: 2009	Began career in security in 2009, became	Pg. 10
Owner	To: Present	owner of Patrol Solutions in 2016	

- No. Proposer's supervising employee(s) does not have the required years of experience supervising the type of security operations as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
- 4. Proposer must submit a Bid Guarantee of 10 percent of the proposed annual price, as specified in Part I, Section 2.A.15, Bid Guarantee. A separate Bid Guarantee must be submitted for each Service Location Group the Proposer is submitting a proposal for. <u>Subcontractors will not be</u> <u>allowed to fulfill this requirement.</u>
 - Yes. Proposer submitted the required Bid Guarantee(s) as specified above in an amount no less than 10 percent of the proposed annual price. Page number of your proposal where the Bid Guarantee(s) is/are included: Section 15, Bid Guaranty
 - No. Proposer does not submit the required Bid Guarantee(s) as specified above. Checking this box will render your proposal nonresponsive and will disqualify of your proposal from further consideration.
- 5. If awarded a contract, Proposer shall provide a faithful performance bond in an amount no less than 50 percent of the annual contract amount, as specified in Part II, Sample Agreement.
 - Yes. If awarded a contract, Proposer agrees to provide faithful performance bond annually in an amount no less than 50 percent of the annual contract amount.
 - No. Proposer does not agree to provide faithful performance bond annually in an amount no less than 50 percent of the annual contract amount. Checking this box will render your proposal nonresponsive and will disgualify of your proposal from further consideration.

Proposer declares through their signed Declaration Form submitted with their Proposal, under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Page 2 of 2

PW-16:

FORM PW-16

PROPOSER'S PERFORMANCE BOND AFFIRMATION FORM

SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

Patrol Solutions

Proposer's Name

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

Address

d F

Proposer <u>will</u> provide a performance bond as set forth in this Request for Proposals, as described in the Fourteenth Paragraph of the Sample Agreement, and Proposer <u>will</u> procure, maintain, and provide the County the performance bond, substantially in the form attached as Exhibit L, in the sum not less than 50 percent of the annual contract amount, payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The bond shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon.

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

FORM LW-3

Living Wage Rate Annual Adjustments

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

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

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

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

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

FORM LW-7

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

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

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

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

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

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

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

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

LW-8: Staffing Plan and Cost Methodology

Forms LW-8.1 through 8.4 are included as Exhibit A.2, Staffing Plan and Cost Methodology

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

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. 1.1.	TRACKING HOURS WORKED How does the Proposer track employee hours actually worked?	1.1. We use Trackforce Valiant to track employee hours actually worked.
1.2.	Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?	1.2. Officers report to work at their work location. They clock in using the GuardTek m-Post app at the beginning of their shift.
1.3.	If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	1.3. Employees' shifts begin when they arrive at their work location at the designated start time. They clock in when their shift begins.

1 of 6

		FORM LW-9
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
 REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method? 		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.
	COS OF ACTUAL TIME WORKED	3.1. There is a master schedule that documents the official start and end times of every employee's actua
beginnin work shi	ng and ending times of employee's actual ifts?	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
	cords are maintained by the Proposer of me worked?	times are verified, a manager uses the system to generate a payroll detail report. Employees also fill out
	records maintained daily or at another (indicate the interval)?	a paper timesheet. 3.2. The Trackforce Valiant system creates a payroll detail report which documents the beginning and
	reates these records (e.g., employee, sor, or office staff)?	ending times of each employee's actual work shifts. The report also includes other related and relevant information to ensure accurate records are documented and archived.
3.5. Who ch checking	hecks the records, and what are they g for?	3.3. The records are maintained daily and in real time. 3.4. The account manager and/or office staff create these records using Trackforce Valiant.
3.6. What ha	appens to these records?	3.5. The account manager checks the electronic records to make sure that clock-in times match
	y used as a source document to create ar's payroll?	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
	ACTUAL COPIES OF THESE RECORDS blank out any personal information).	document with the actual times to ensure that the employee cannot cheat the system. 3.6. The records are stored in the Trackforce Valiant system. 3.7. Yes, they are used as a source document for payroll.
		3.8. We have attached a sample payroll detail report. The employee and client names have been redacted.

2 of 6

PROPOSAL

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		FORM LW-9
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4.2.	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) If records of actual time worked are not used to create payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document, and what do they compare it with prior to approving it?	 4.1. Records of actual time ARE used to create payroll. The manager checks the Trackforce Valiant system with the employees' timesheets to verify actual time worked. 4.2. The account manager prepares and checks the source document. 4.3. The employees sign their physical paper timesheets. 4.4. The account manager approves the source document, which is the payroll detail report. It is compared with the paper timesheets. In addition, the electronic guard tracking system (which is also used for clock-in and clock-out) is geofenced so that employees cannot clock in when they are not actually at their work site, and if they walk off the work site they will be automatically clocked out. We also have a 24/7 quality control manager (QCM) program. Every shift, a QCM will make at least one unannounced
5.2	BREAKS How does the Proposer know that employees take mandated breaks and meal breaks (periods)? Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?	site visit to verify that the officers are all performing their duties appropriately. 5.1. The electronic guard tracking app also tracks employee meal breaks. Employees also fill out their paper timesheet which includes their breaks, and they sign those physical sheets. 5.2. We save the physical timesheets that employees sign. 5.3. The account manager prepares, reviews, and approves this documentation.

3 of 6

PROPOSAL

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

4 of 6

PROPOSAL

PATROL SOLUTIONS LLC. CALIFORNIA 6060 SUNRISE VISTA SUITE 1500 CITRUS HEIGHTS, CA 95610 VOUCHER NO. 10688

DEPOSIT

THIS IS NOT A CHECK

Redacted

Deposit Amount Description \$1,202.38 Checking

2211111134030 800164800140800000

VOUCHER - NON NEGOTIABLE

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		FORM LW-		
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.		
7.	MANUAL PAYROLL SYSTEM			
7.1.	If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.	Patrol Solutions uses an automated payroll system.		
7.2.	If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?			
8.	AUTOMATED PAYROLL SYSTEM			
8.1.	If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.	8.1. The hours worked during the pay period and the wage rates are input into the payroll system, which will calculate the payroll. The payroll system is linked with the scheduling system and beginning the payroll process is as simple as one click.		
8.2	If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?	8.2. It is the manager's responsibility to input the employee's different wage rates into the payroll system's wage matrix for that individual. As long as the information has been inputted accurately, the payroll system will calculate the employee's total wages properly.		
8.3.	Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	8.3. The calculation itself is embedded in the software program. However, the manager needs to input the proper data.		

5 of 6

PROPOSAL

		FORM LW-		
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.		
9.2	TRAVEL TIME How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:	 9.1. Travel time is paid at the the same rate as the employee's wage, plus the required California mileage stipend. 9.2. The employee is paid at the rate of the first job that the employee is leaving. 9.3.a. The employee would be paid four hours at the the rate under the County Living Wage contract 		
	 a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate. 	9.3.b. The employee would be paid eight hours at the County Living Wage rate (three hours for working at the paid eight hours at the County Living Wage rate (three hours for working at the first location, one hour for travel, and four more hours for the second location).		
10.1	OVERTIME 1. How does the Proposer calculate overtime wages? 2. What if the employee has multiple wage rates?	 10.1. Overtime rates will apply to work in excess of 8 hours per day or 40 hours per week; any extended shifts and hours performed at the request of the client; additional personnel or hours requested with less than 72 hours' notice, but only for the first 72 hours. Overtime rate is time and a half. 10.2. Whatever site the employee is working at when they accrue the overtime is the overtime rate they will earn. 		

6 of 6

PROPOSAL

14. LIVING WAGE ORDINANCE

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

15. BID GUARANTY

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

Copy of required Bid Bond submitted for Group B is provided herein for reference.

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Bid Bond

CONTRACTOR:

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

SURETY:

(Name, legal status and principal place of business) ASCOT INSURANCE COMPANY 55 West 46th Street New York, NY 10036

OWNER:

(Name, legal status and address) COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS 900 South Fremont Avenue, Alhambra, CA 91803-1331

22nd

BOND AMOUNT: Ten Percent of Amount bid (10% of Amount Bid)

PROJECT:

Signed and sealed this

(Name, location or address, and Project number, if any) Security Services for Public Works Central Yard and Various Field Office Locations (BRC0000396) - Location Group B: Building and Safety Field Offices This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

day of May, 2023

	PATROL SOLUTIONS, LLC	
7/40-00-3	(Principal)	(Seal)
Vitness) Vitness) An Justell Samantha Russell	(Title) ASCOT INSURANCE COMPANY (Surety)	(Seal)
	(Title) T	racy Asion: Attorney in Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles MAY 2 2 2023

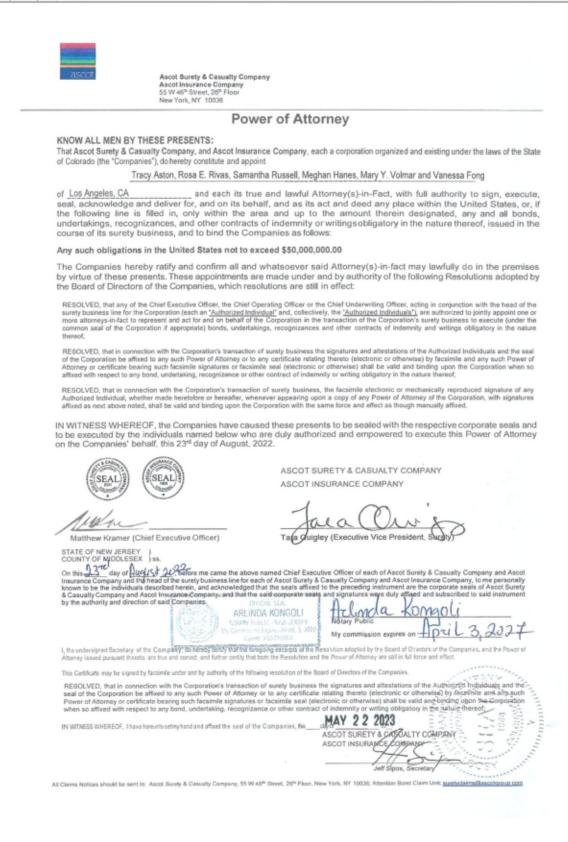
On ______before me, <u>Vanessa Fong</u>, <u>Notary Public</u> _____, personally appeared <u>Tracy Aston</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in 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.

ssa Signature Signature of Notary Public



16. ADDITIONAL INFORMATION

Patrol Solutions has a number of competitive advantages that make us the logical choice as the preferred security provider for the County of Los Angeles. These competitive advantages have been developed over the years and show how the PS team focuses on living up to our mission statement: "Our mission is to provide the best security workforce management services, delivered with excellent customer service, for quality clients."

- Experienced and Engaged Management Team PS' executive and management team are readily available to provide support to the on-site staff and all of our clients. Our field management team remains engaged with all site activities. You will have direct access to upper management. Our upper management has backgrounds in managing major public utilities operations, and will apply this expertise for the benefit of the County of Los Angeles Department of Public Works. Felix Guerrero, our director of operations, has direct experience serving the DPW security contract in the past, when he worked for another security company, and he is exceptionally familiar with the needs, priorities, and values of the County.
- Cultural Sensitivity PS is a particularly diverse company, employing people from a range of different backgrounds and cultures. With a corporate focus on hiring a diverse workforce, we've developed a high level of cultural sensitivity.
- Dispatch Center PS operates a 24/7 dispatch center that supports all field personnel and allows staff to monitor assets in the field (vehicles and employees). The dispatcher is also the central hub for emergencies or special requests.
- Customer Service Focus We know that customer service is crucial in providing a complete security solution for officers who interact with the general public. PS has developed several programs and training methodologies to enhance the customer service skills for our officers.
- Emergency Response PS develops emergency plans for all clients. PS has specially-equipped vehicles and trained staff to handle different emergencies. These emergency response plans are designed in accordance with the Incident Command System.

It is our hope that you and your team have developed a favorable opinion about Patrol Solutions, and that we have been able to address how we will develop, implement, and deliver the best possible security program for the County of Los Angeles Department of Public Works Central Yard and Various Field Office Locations.

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

The Patrol Solutions Team