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October 7, 2025

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

Dear Supervisors:

REQUEST FOR APPROVAL TO AWARD AND EXECUTE ONE CUSTODIAL SERVICES CONTRACT (ALL DISTRICTS – 3 VOTES)

SUBJECT

Request for approval to award and execute one custodial contract to provide custodial services at six County of Los Angeles Sheriff Department (LASD) facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair to sign the attached contract (Attachment 1) with Uniserve Facilities Services to provide custodial services effective January 1, 2026, for an initial period of three years, with three one-year renewal options and six month-to-month extensions for a total cost of \$10,057,787 for the initial three-year term and an aggregate total of \$22,502,852 if all extensions are exercised.
2. Authorize the Los Angeles County Sheriff (Sheriff), or their designee, to (i) exercise the renewal extension options and month-to-month extensions in accordance with the attached contract; (ii) add and delete facilities; (iii) adjust the contract's sum and payments by ten percent for new or altered services; (iv) approve necessary changes to scope of services (e.g., shift or number of custodian changes); (v) revise the terms and conditions to align with Board policy changes and directives; and (vi) execute applicable contract amendments should the original contracting entities merge, be acquired, or otherwise have a change of entity.
3. Authorize the Sheriff, or their designee, to increase the contract amount up to an

additional ten percent to allow for any possible Cost of Living Adjustments (COLA) in accordance with County policy and terms of the contract.

4. Make a finding, as required by Los Angeles County Code section 2.121.420,1 that contracting for the provision of custodial services, as described herein, can be performed more economically by an independent contractor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

In alignment with the Board's commitment to advancing Equity in County Contracting, the Internal Services Department (ISD) leveraged its expertise in inclusive contracting practices to manage a competitive Request for Proposals (RFP) process on behalf of the Sheriff. This approach was designed to ensure that the solicitation development and evaluation processes promoted equitable access and participation by a diverse pool of qualified vendors, including small, local, and underrepresented businesses. ISD's leadership in this effort reflects the County's broader goal of reducing barriers to contracting opportunities, increasing transparency in procurement, and fostering competition that delivers high-quality services while advancing equity and inclusion across County contracting.

The recommended contract will ensure the continued provision of custodial services at six LASD facilities without interruption. A complete listing of the LASD facilities by Supervisorial District is attached (Attachment 2). The contract will provide comprehensive custodial services which are necessary for the County to ensure that County custody and Sheriff facilities are clean, safe, and well-maintained to support public health, operational efficiency, and compliance with regulations. The contract will help the County create a clean and welcoming environment for employees and those in custody, preserve facility infrastructure, and reflect the County's commitment to quality service delivery while enabling resources to focus on core functions. The contract will service six designated facilities, including but not limited to the Twin Towers Correctional Facility, Inmate Reception Center and Century Regional Detention Center. Services include but are not limited to cleaning of offices, restrooms, window washing, light fixture cleaning, carpet/floor care, cleaning of detention cells and upkeep of parking facilities.

Approval of recommendation number one and four will allow the County to award one custodial services contract and meet the immediate and continued need for such services and find that the contract is cost effective.

Approval of recommendation number two will allow Sheriff to effectively manage the contract through its term. To meet the operational needs of Sheriff, there may be occasions during the term of the contract when the scope of services at a facility must be changed (increased or decreased) or when a facility needs to be added or deleted.

Approval of recommendation two will also provide Sheriff with the ability to effectively manage these situations.

Approval of recommendation number three will allow Sheriff to approve Cost of Living Adjustments (COLA) in accordance with County policy and terms of the contract, if requested by the contractor.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended contract supports the County's Strategic Plan, North Star 3 (Realize Tomorrow's Government Today), Focus Area Goal D (Streamlined and Equitable Contracting and Procurement) by creating more equitable contracting opportunities. Additionally, the recommended contract supports North Star 2 (Foster Vibrant and Resilient Communities), Focus Area Goal A (Public Health) by addressing risks and facility conditions that could contribute to health disparities and threaten healthy lifestyles and the community if the County doesn't provide efficient custodial services countywide.

FISCAL IMPACT/FINANCING

The initial annual costs for the recommended contract are attached (Attachment 3).

The contract rates are fixed for the initial three-year term. The contract allows for a COLA increase during the option years, if requested and approved, and if the option years are exercised by the County. The COLA language in the contract complies with your Board's directive on COLA's for Living Wage contract.

Sufficient appropriation for the recommended contract is included in LASD's Fiscal Year 2025-26 Adopted Budget. Funding needs in future years, including option-year extensions and COLA increases, will first be offset by any operational efficiencies, and the resulting need will be weighed in the annual budget process against available resources, competing priorities, the department's ability to absorb the additional costs.

ISD and the LASD conducted a Prop A cost analysis to ensure that the contract is cost effective, summaries of which are attached (Attachment 4). Based on the Prop A cost analysis, the proposed contract will provide a cost savings of 19.95 percent to the County during the first contract year, 17.55 percent the second contract year, and 15.07 percent the third contract year. Pursuant to Board Policy 5.030 (Low-Cost Labor Resource Program), departments are required to consider low-cost County resource options in lieu of, or as supplements to any future contract, which include outreach to the County's low-cost labor program providers that could potentially provide similar services. To this end, ISD solicited other low-cost resource providers as required by the Policy and found that the low-cost labor resource providers/programs could not provide

the contracted custodial services. As such, it has been determined that services can be more economically performed by the recommended contractor.

Pursuant to the Fiscal Manual, the Auditor-Controller has reviewed the cost analysis and approved the cost analysis which demonstrates that the contract is cost effective.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The standard County terms and conditions of the recommended contract have been approved as to form by County Counsel. The contract contains the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/START participants for employment openings, compliance with the Jury Service Ordinance and Zero Tolerance Human Trafficking, Safely Surrendered Baby Law and the Child Support program.

There is no negative impact on current County employees, as no County employees will be displaced as a result of the recommended contract. The proposed contract is subject to the Living Wage Program (County Code Chapter 2.201). As such, the contractor will pay the applicable Living Wage rate effective January 1, 2026, and thereafter.

CONTRACTING PROCESS

On January 13, 2025, ISD released a Request for Proposals (RFP) for Custodial Services at six LASD facilities. In an effort to advance high-road jobs in the County, ISD incorporated new provisions in the RFP that require a defined subset of County contractors to consider hiring qualified employees with barriers to employment, including formerly homeless, formerly incarcerated and those living below the Federal Poverty Level from the County's pre/apprenticeship and job training programs. Under the RFP (and awarded contract), the awarded contractor will be required to consider hiring qualified employees with barriers to employment, including formerly homeless, formerly incarcerated and those living below the Federal Poverty Level, from the County's America's Job Centers of California (AJCCs) workforce programs in underserved communities where LA County residents can obtain job training, internships and permanent employment that prepares them with the skills and networks they need to pursue a career in those fields. In this pilot RFP, the County will (i) leverage its workforce programs (AJCC) while utilizing an equity lens to serve under-resourced communities by successfully training and preparing employees for recruitment and placement opportunities in County contract, (ii) invest in family-sustaining wages, ongoing training, and a supportive work environment to successfully retain top contract workers; and (iii) engage with DEO's Business Services to support and explore programs, tax breaks, other High Road Training Programs and other business resources available to also help employers succeed.

ISD posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 5). Notice of the RFPs was sent by electronic mail to 710 vendors registered with the County. In addition, the contracting opportunity was also advertised in the geographical locations where the services will be performed in following publications: *La Opinión* (ethnic publication), The Lynwood Press (hyperlocal publication), The Los Angeles Sentinel (ethnic publication), and The Long Beach Californian (hyperlocal publication).

To increase opportunities for County Preference Programs (Local Small Business Enterprise, Disabled Veteran Business Enterprises, or Social Enterprise and the CBE programs, ISD regularly hosts outreach efforts such as vendor events with the Office of Small Business and other County departments to advertise contracting opportunities, during which this solicitation was advertised. ISD had representatives from 24 firms attended the Proposer's Conference and 11 firms attended the job walks held on February 4 and 5, 2025.

As a result of the competitive RFP, nine proposals were received by the March 3, 2025 due date. All proposals were reviewed for compliance with the minimum requirements, as set forth in the RFP. All proposals that were determined to be in compliance with the minimum requirements.

An evaluation committee comprised of subject matter experts evaluated the nine proposals in accordance with the evaluation criteria in the RFP. At the completion of the evaluation process Uniserve Facilities Services determined to be the highest-ranked proposal, and therefore recommended for contract award.

The non-selected proposers received debriefings from June 23, 2025 through June 25, 2025. There were no protests resulting from this solicitation.

A summary of the CBE information collected from all vendors that submitted proposals is attached (Attachment 6). On final analysis, selections were made without regards to gender, race, creed, color or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this contract will allow the County to provide custodial services at the six LASD facilities. The award of the recommended contract will not negatively impact staff as the requested contract will augment and not replace County workforce.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Officer, Board of Supervisors, return one stamped copy of the approved Board Letter and two signed copies of each of the approved contract to the Director of ISD.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael OWH", with a circled "S" at the end.

MICHAEL OWH
Director

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "R. Luna", with a stylized flourish at the end.

ROBERT G. LUNA
Sheriff

MO:QH:LG:CC:nv

Attachments

c: Executive Office, Board of Supervisors
 Chief Executive Officer
 County Counsel
 Los Angeles Sheriff's Department

BOARD LETTER **ATTACHMENTS**

Attachments 1 – Contract

Attachment 2 - Listing of County Facilities by
Supervisory District

Attachment 3- Contract Costs

Attachment 4 – Proposition A Cost Analyses

Attachment 5- Solicitation Posting

Attachment 6 – Community Based Enterprise
Information



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

UNISERVE FACILITIES SERVICES CORPORATION

FOR

CUSTODIAL SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	2
2.1 Standard Definitions.....	2
3.0 WORK	4
4.0 TERM OF CONTRACT	4
5.0 CONTRACT SUM	4
5.1 Total Contract Sum.....	4
5.2 Written Approval for Reimbursement.....	5
5.3 Notification of 75% of Total Contract Sum.....	5
5.4 No Payment for Services Provided Following Expiration - Termination of Contract.....	5
5.5 Invoices and Payments.....	5
5.6 Cost of Living Adjustments (COLA's).....	6
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	7
6.0 ADMINISTRATION OF CONTRACT - COUNTY	7
6.1 County's Administration.....	7
6.2 County's Project Director.....	7
6.3 County's Project Manager.....	8
6.4 County's Project Monitor.....	8
6.5 County's Contract Analyst.....	8
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	8
7.1 Contractor's Administration.....	8
7.2 Contractor's Project Manager.....	8
7.3 Approval of Contractor's Staff.....	9
7.4 Contractor's Staff Identification.....	9
7.5 Background and Security Investigations.....	9
7.6 Confidentiality.....	10
8.0 STANDARD TERMS AND CONDITIONS	11
8.1 Amendments.....	11
8.2 Assignment and Delegation/Mergers or Acquisitions.....	11

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.3 Authorization Warranty.....	12
8.4 Budget Reductions.....	12
8.5 Complaints	12
8.6 Compliance with Applicable Laws	13
8.7 Compliance with Civil Rights Laws.....	14
8.8 Compliance with the County's Jury Service Program.....	14
8.9 Conflict of Interest	15
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	16
8.11 Consideration of Hiring GAIN/START Participants.....	16
8.12 Contractor Responsibility and Debarment.....	16
8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	19
8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program	19
8.15 County's Quality Assurance Plan	19
8.16 Damage to County Facilities, Buildings or Grounds	20
8.17 Employment Eligibility Verification.....	20
8.18 Counterparts and Electronic Signatures and Representations.....	20
8.19 Fair Labor Standards	21
8.20 Force Majeure	21
8.21 Governing Law, Jurisdiction, and Venue.....	21
8.22 Independent Contractor Status	21
8.23 Indemnification	22
8.24 General Provisions for all Insurance Coverage	22
8.25 Insurance Coverage.....	26
8.26 Liquidated Damages	27
8.27 Most Favored Public Entity.....	28
8.28 Nondiscrimination and Affirmative Action	28
8.29 Non Exclusivity.....	29
8.30 Notice of Delays	30

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.31 Notice of Disputes	30
8.32 Notice to Employees Regarding the Federal Earned Income Credit	30
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law	30
8.34 Notices	30
8.35 Prohibition Against Inducement or Persuasion.....	30
8.36 Public Records Act.....	31
8.37 Publicity.....	31
8.38 Record Retention and Inspection-Audit Settlement.....	32
8.39 Recycled Bond Paper	33
8.40 Subcontracting	34
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	35
8.42 Termination for Convenience	35
8.43 Termination for Default.....	35
8.44 Termination for Improper Consideration.....	37
8.45 Termination for Insolvency	37
8.46 Termination for Non-Adherence of County Lobbyist Ordinance	38
8.47 Termination for Non-Appropriation of Funds	38
8.48 Validity.....	38
8.49 Waiver	38
8.50 Warranty Against Contingent Fees	38
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program	39
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	39
8.53 Time Off for Voting	39
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking	39
8.55 Compliance with Fair Chance Employment Hiring Practices.....	40
8.56 Compliance with the County Policy of Equity	40
8.57 Prohibition from Participation in Future Solicitation(s).....	40
8.58 Injury and Illness Prevention Program	40

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	41
9.0 UNIQUE TERMS AND CONDITIONS	41
9.1 Compliance with the County's Living Wage Program.....	41
9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)	48
9.3 Compliance with California Senate Bill 525 (SB 525) - Healthcare Minimum Wage Requirements	48
9.4 Compliance with the Assembly Bill 1978 (AB 1978) - Property Service Workers Protection Act	49
9.5 Displaced Janitor Opportunity Act	49
9.6 Compliance with County's Advancing High Road Jobs Initiative.....	50
9.7 Contractor's Charitable Activities Compliance.....	51
9.8 Social Enterprise (SE) Preference Program.....	51
10.0 SURVIVAL.....	52

EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Staffing and Facility Specification Sheet
- D** County's Administration
- E** Contractor's Administration
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance
- I** Charitable Contributions Certification

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
UNISERVE FACILITIES SERVICES CORPORATION
FOR
CUSTODIAL SERVICES**

This Contract ("Contract") made and entered into this _____("Execution Date") by and between the County of Los Angeles, hereinafter referred to as "County" and UNISERVE Facilities Services Corporation, hereinafter referred to as "Contractor". UNISERVE Facilities Services Corporation is located at 2363 South Atlantic Blvd., Commerce, CA 90040.

RECITALS

WHEREAS, the County may contract with private businesses for Custodial Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Custodial Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Custodial Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A through I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Staffing and Facility Specification Sheets
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Charitable Contributions Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an

agreement with the County to perform or execute the work covered by this Contract.

- 2.1.4 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.6 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.7 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 **County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 **Department:** The County of Los Angeles Sheriff's Department, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 **Director:** Director of Department.
- 2.1.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 **Performance Requirements Summary (PRS):** Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.
- 2.1.15 **Sheriff's Department (LASD):** The LASD provides municipal police services to the unincorporated communities and 42 of the 88 cities within Los Angeles County and is the County Department responsible for administration of the Contract.
- 2.1.16 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.17 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

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

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, good, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be three (3) years commencing after execution by County's Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to three (3) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of six (6) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Los Angeles County Sheriff, or their designee.
- 4.3 The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4. The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Pricing Schedule).
- 5.1.2 The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all,

or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration - Termination of Contract

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the 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-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

- 5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.
- 5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. No

invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.

- 5.5.4 All invoices under this Contract must be submitted to the following address:

Los Angeles County Sheriff Department

211 West Temple Street 6th Floor

Los Angeles, California 90012

Attention: Rodrigo Mojarro

Email: rmojarro@lasd.org

- 5.5.5 The Contractor's payments will be as provided as set forth in Exhibit B (Pricing Schedule) and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County.

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 5.5.7 **Preference Program Enterprises – Prompt Payment Program**
Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (for the additional option year periods identified in Paragraph 4.2) may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the 12-month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should

fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to exercising the additional option year periods identified in Paragraph 4.2.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 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.
- 5.7.4 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 the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the staff has been removed from working on the County's Contract.

7.5 Background and Security Investigations

- 7.5.1 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.

- 7.5.2 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.
- 7.5.3 These terms will also apply to subcontractors of County contractors.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 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 will 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.

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Los Angeles County Sheriff, or their designee.
- 8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Los Angeles County Sheriff, or their designee.
- 8.1.3 The by the Los Angeles County Sheriff, or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The 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 the Contract must be prepared and executed by the Contractor and by the Los Angeles County Sheriff, or their designee. All Contract extension of time amendments must be signed and returned to the County (LASD) by the Contractor in no less than three (3) business days.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The 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 will be null and void. For purposes of this

Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the 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 the Contractor may have against the County.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the 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 the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board 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. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within seven (7) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.

- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within two (2) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within one (1) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 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 will 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The 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 handicap, 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. Additionally, Contractor certifies to the County:

- 8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the 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](#).

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- For purposes of this Paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means forty (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 the 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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- 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 and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will

be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.9.2 The 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. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN/START Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the 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 the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) 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, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the 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 the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The 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 the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.

8.14.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with 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).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the 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 the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work 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. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees 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 the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1 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 Paragraph as "force majeure events").
- 8.20.2 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 will 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.
- 8.20.3 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.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the 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 the County and the 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.

- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The 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 the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will 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 the Contractor pursuant to this Contract.
- 8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 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 Paragraphs 8.24 and 8.25 of this Contract. 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.
- 8.24.2 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) 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.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 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 fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

Los Angeles County Sheriff Department

211 West Temple Street 6th Floor

Los Angeles, California 90012

Attention: Rodrigo Mojarro

Email: rmojarro@lasd.org

- 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.

8.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) 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. County and its Agents additional insured status will 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 and its Agents 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.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will 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 (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will 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.

8.24.6 Insurer Financial Ratings

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.

8.24.7 Contractor's Insurance Must Be Primary

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.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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 will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County 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.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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.

8.24.11 Claims Made Coverage

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 will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

- 8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is

an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must 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 must 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 must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or the amount as specified in Attachment 2 (Performance Requirements Summary (PRS) Chart) of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 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.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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 anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 The 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 anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The 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.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will 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.
- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 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 (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or their designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an

employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The 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.
- 8.36.2 In the event the 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", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The 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 the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:
- The Contractor must develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this

Contract with the County, provided that the requirements of this will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will 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, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole

option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.38.4 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 will 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 Paragraph 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 will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information 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 will 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.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor must indemnify, defend, and hold the 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 the Contractor employees.
- 8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7 The 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 the County's consent to subcontract.
- 8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

Los Angeles County Sheriff Department
211 West Temple Street 6th Floor

Los Angeles, California 90012

Attention: Rodrigo Mojarro

Email: rmojarro@lasd.org

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 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 (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, 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 the 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 the Contractor and subcontractor, and without the fault or negligence of either of them, the 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 the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination

had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (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 the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the 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.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price

or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) 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 (10) 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](#).

8.53 Time Off for Voting

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) 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](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking 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.

8.55 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.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/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/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

- Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the Contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below.
- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will 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 the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

- If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.
- If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will 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 the Contractor pays the employee any amount for that time or if California law requires the 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 the Contractor and the 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 the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 **Contractor’s Submittal of Certified Monitoring Reports**

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the 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 in Exhibit H (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must promptly provide such information. The 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.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation 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), the Contractor must immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California. Contractor must provide written notice to the County of any unsatisfied final judgments within thirty (30) days of the entry of the judgment as required by Wage Liability Requirements Under Assembly Bill 520 (AB 520); California Labor Code Section [238.5](#).

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor must place the County-provided living wage notice at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor must also distribute the County-provided notice to each of its employees at least

once per year. The Contractor must translate the notice into any other language spoken by a significant number of Contractor's employees.

9.1.7 **Enforcement and Remedies**

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

- **Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

If the Contractor submits a certified monitoring report to the 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 the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- 1) **Withholding of Payment**

If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- 2) **Liquidated Damages**

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the 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 the 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 the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each

day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

3) Termination

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Remedies for Payment of Less Than the Required Living Wage**

If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding Payment

If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2) Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the 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 the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

3) Termination

The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Debarment**

In the event the Contractor breaches a requirement of this Paragraph, the County may, in its sole discretion, bar the 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, Chapter 2.202](#), Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor must assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the 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 the Contract. It is understood and agreed that the Contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor must immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The 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 the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the

Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor will 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 the County, the Contractor must demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

- The Contractor must offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - 1) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - 2) Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - 3) Who is or will be terminated from their employment as a result of the County entering into this Contract.
- The Contractor will not be required to hire a retention employee who:
 - 1) Has been convicted of a crime related to the job or his or her performance; or
 - 2) Fails to meet any other County requirement for employees of a Contractor.
- The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

9.1.12 Neutrality in Labor Relations

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor’s employees, except that this restriction will 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 Contract, or which

would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 Compliance with California Senate Bill 525 (SB 525) - Healthcare Minimum Wage Requirements

- 9.3.1 During the term of this Contract, Contractor must comply with the California Senate Bill (hereinafter "SB") 525, as codified under California Labor Code Section 1182.14 et seq. and elsewhere under California law. To the extent SB 525 is applicable to Contractor and the Services provided hereunder, Contractor agrees to comply with the requirements of SB 525, as such may be amended, and, during the term of the Contract, pay its employees, at a minimum, the applicable minimum SB 525 Wage Rate (defined above), including for provision of Services under the Contract. If Contractor is also subject to the living wage requirements specified under Paragraph 9.1 (Compliance with County's Living Wage Program), if any, then the Minimum Wage Rate under such Paragraph 9.1 (Compliance with County's Living Wage Program) shall

be the greater of the applicable Living Wage Rate (defined above) and the SB 525 Wage Rate, if applicable. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

- 9.3.2 County will determine if services under this Contract are provided within facilities subject to SB 525 and identify such facilities.
- 9.3.3 Contractor must ensure that all employees performing work under this contract within a covered healthcare facility are compensated in compliance with SB 525.
- 9.3.4 Contractor must submit monthly payroll records to demonstrate adherence to SB 525 wage standards.

9.4 Compliance with the Assembly Bill 1978 (AB 1978) - Property Service Workers Protection Act

- 9.4.1 AB 1978, as codified under Section 1420 et seq. of the California Labor Code and elsewhere under California law, provides that Contractor may not conduct any custodial (janitorial) business without a valid registration and Contractor must be registered with the Division of Labor Standards Enforcement (DLSE). Contractor must comply with all registration and certification requirements mandated by AB 1978, including maintaining active registration with the California Labor Commissioner as a property services employer. Proof of registration must be provided to the County upon request.
- 9.4.2 Contractor must ensure that all custodial workers and supervisors performing services under this contract have completed the mandatory sexual harassment and violence prevention training as required by AB 1978. Training records, including completion dates and participant names, must be maintained and made available for County review upon request.
- 9.4.3 Contractor must comply with all record-keeping requirements, including maintaining accurate records of employees' names, work locations, and payroll records, as outlined in AB 1978. Such records shall be retained for a minimum of three (3) years and must be accessible for inspection by the County upon request.
- 9.4.4 Contractor must provide all custodial workers with information about their rights under AB 1978, including protections against workplace harassment and access to complaint resolution resources. Written materials to be made available in the workers' preferred language.

9.5 Displaced Janitor Opportunity Act

- 9.5.1 This contract is subject to the provisions of the Displaced Janitor Opportunity Act (California Labor Code Sections 1060 – 1065) because it is a contract for janitorial or building maintenance services performed within the State of California entered in to or after January 1, 2002.

- 9.5.2 Under this Act, as specified in the provisions therein, a successor contractor or successor subcontractor must retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four (4) months or longer at the site or sites covered by the successors service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

9.6 Compliance with County's Advancing High Road Jobs Initiative

The County has established a "Advancing High Roads Jobs" Initiative (link: [Advancing High Road Jobs by Harnessing the County's Procurement Power as a Market Participant Motion](#)) to create opportunities for full-time employment not just within the County but in the private sector, focused on hiring qualified employees, and providing high road jobs, from the County's High-Road Training Partnership (H RTP) programs and other pre/apprenticeship and job training programs, including County pipeline programs. The County's Department of Economic Opportunity (DEO) oversees a network of America's Job Centers of California (AJCCs), working together to help Los Angeles County residents succeed in the job market. They achieve this by providing education, training, career counseling, and support services funded through the Workforce Innovation and Opportunity Act (WIOA). WIOA focuses on assisting adults, dislocated workers, and youth in finding employment. The County's AJCCs play a key role by funding training programs and state certifications, equipping participants with the skills and qualifications needed to secure jobs. The County's AJCC information can be found at: [Los Angeles County Business Development Services, Business Resources](#).

- 9.6.1 In support of this Initiative, throughout the initial three (3) year Contract term, the County has established a 20% hiring goal to such qualified employees in the County's AJCCs. Contractor must consider hiring such qualified employees for open employment opportunities as they become available.
- 9.6.2 To obtain the list of qualified custodial employees that are certified and trained by the County in the AJCCs, the awarded Contractor will be provided direct access to the AJCC referral portal where the County will refer qualified custodial employees to the Contractor.
- 9.6.3 Within thirty (30) calendar days after the Contract effective date, the Contractor must provide the County with its comprehensive annual Hiring Plan that outlines their commitment to achieve 20% hiring goal, throughout the initial three (3) year Contract term, to such qualified employees in the County's AJCCs.
- 9.6.4 Contractor must submit a semi-annual Hiring Report. The report must include, but not limited to, a description of the position/s that was fulfilled, number of program participants hired, and program name. The semi-

annual report must be submitted electronically to the County Contract Analyst.

9.7 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit J (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.8.2 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.
- 9.8.3 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.
- 9.8.4 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 will:
- 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;
 - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 - Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility 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.

10.0 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding


Paragraph 9.1 Compliance with County's Living Wage Program
Paragraph 10.0 Survival

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

UNISERVE Facilities Services Corporation

By


Anthony Santana (Aug 15, 2025 13:44:33 PDT)

Name

Chief Operating Officer

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By   09/17/2025 12:07 PM
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

CUSTODIAL SERVICES

**EXHIBIT A
STATEMENT OF WORK**

TABLE OF CONTENTS

PARAGRAPH		PAGE
1.0	SCOPE OF WORK.....	1
2.0	DAYS AND HOURS OF WORK.....	1
3.0	GENERAL CUSTODIAL SERVICES	1
3.1	Work Requirements	1
3.2	Daily Cleaning Requirements.....	3
3.3	Module Floors, Inmate Cells, Detention Area	3
3.4	Interior - Briefing Room & Armory	4
3.5	Building Entrances, Lobbies, and Hallways – Exterior, as applicable	5
3.6	Restrooms (Private and Public) and Showers	5
3.7	Offices, Conference Rooms and Control Booths.....	6
3.8	Exam Rooms, as applicable	7
3.9	Lunchrooms, Eating and Vending Areas (Excludes area operated by vendor or food preparation area), as applicable	7
4.0	SPECIALTY (ADDITIONAL) CUSTODIAL SERVICES	8
5.0	SERVICES FOR EMERGENCIES/CALL BACK WORK	8
5.1	Call Back Work.....	8
5.2	Emergency Services and Security Contacts.....	9
6.0	COUNTY RESPONSIBILITIES.....	9
6.1	Furnished Items	9
7.0	CONTRACTOR RESPONSIBILITIES	10
7.1	Contractor Personnel	10
7.2	Contractor Supervisors	11
7.3	Special Training Requirements.....	12
7.4	Approval of Contractor's Employees.....	13
7.5	Supplies, Materials and Equipment.....	15
7.6	Contractor Maintenance of County-Furnished Equipment	15
7.7	County Required Meetings	16
7.8	Contractor's Office	16
8.0	GREEN INITIATIVES	16

9.0	ADDITION/DELETION OF FACILITIES AND CHANGES IN SERVICE	16
10.0	QUALITY CONTROL	17
11.0	QUALITY ASSURANCE PLAN.....	18
11.1	Monthly Meetings.....	18
11.2	Contract Discrepancy Report (CDR)	18
11.3	County Observations.....	19
12.0	PERFORMANCE REQUIREMENTS SUMMARY.....	19

SOW ATTACHMENTS

- 1 Contract Discrepancy Report (CDR)
- 2 Temporary Restraining Order (TRO) Compliance Inspection Worksheet
- 3 Facility Specification Sheets
- 4 Performance Requirements Summary (PRS) Chart
- 5 Sign-in Sheet

1.0 SCOPE OF WORK

Contractor must provide Janitorial and Custodial Services (Services) for the County's Custody Facilities (Facilities) identified in Attachment 3 (Facility Specification Sheets), to this Statement of Work (SOW), by providing all labor and supervision, necessary for Contractor's performance under the Contract.

Services for the Facilities include, but are not limited to, cleaning, sanitizing and disinfecting of booking areas, classifications areas, court and custody lines, ramps, release areas, inmate cells, inmate holding and seating areas, inmate showers, clinics, restrooms, and kitchen areas located at each serviced Facility, in an effort to control the spread of infections.

All Facilities must be cleaned and maintained by Contractor in a manner that meets all applicable standards and compliance requirements including, but not limited to, those mandated by the Centers for Disease Control and Prevention (CDC), the Joint Commission, Occupational Safety and Health Administration (OSHA), California Department of Public Health Licensing and Certification Division, Centers for Medicare and Medicaid Services and the Association of peri-Operative Registered Nurses, as applicable to each of the serviced Facilities.

2.0 DAYS AND HOURS OF WORK

Contractor must provide 24/7 Services, in accordance with the days and hours of operations identified in Attachment 3 (Facility Specification Sheets), to this SOW. At any time, throughout the term of the Contract, the County may reallocate Contractor employees based on the workload and needs of the Facilities. Such reallocations may include reassigning Contractor's employees to an alternate shift and/or to an alternate Facility.

3.0 GENERAL CUSTODIAL SERVICES

3.1 Work Requirements

- 3.1.1 The areas identified in Attachment 3 (Facility Specification Sheets), of this SOW, include locked cells, open areas, thoroughfares, lavatories, and communally used items in those areas. Contractor must provide and use adequate barricades and signs to provide sufficient warning prior to, during, and after the performance of Services.

- 3.1.2 At no time must Contractor's employees violate building and/or room security by propping doors open and leaving them unattended during the performance of Services (e.g., trash removal). All entrance and exit doors must be locked at all times. Contractor's employees must enter and leave through specified locations only, as identified by County Project Manager, to maintain Facility security.
- 3.1.3 Contractor employees must only use those lights necessary for cleaning the immediate area where employees are working. In areas not in use, lights must be turned off and doors locked before leaving areas that have been cleaned.
- 3.1.4 Contractor's employees must not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with any County or personal property.
- 3.1.5 Contractor and Contractor's employees and/or sub-contractors must turn in lost and found articles at the designated office in each Facility.
- 3.1.6 Contractor's employees involved in an emergency, such as water pipe breakage, flood, or injury, must contact and relay the nature of the problem to County Project Manager.
- 3.1.7 Contractor's employees must report any hazardous, emergency, or security conditions immediately to respective on-duty Watch Commander, within the same working shift as discovered.
- 3.1.8 Contractor's employees and/or sub-contractors are subject to all rules and regulations of each Facility, including authorized searches by County staff.
- 3.1.9 Contractor's employees and/or sub-contractors are prohibited from bringing the following into any of the Facilities:
 - a. Visitors,
 - b. Any cellular telephones or devices, cameras or video or audio recording equipment,
 - c. Any form of weapons or contraband, and/or,
 - d. Any alcohol or drugs or be under the influence of alcohol/drugs.
- 3.1.10 Contractor and Contractor's employees and/or subcontractor(s) must not conduct nor allow to be conducted, tours or other unauthorized visits by any person not previously approved by County Project Director.

3.2 Daily Cleaning Requirements

Contractor's employees must, on a daily basis, perform the Services listed in Attachment 3 (Facilities Specification Sheets), as applicable. In addition Contractor's employees must follow the daily cleaning protocols listed below:

- 3.2.1 Clean and disinfect high touch points at least once a day or as often as determined necessary by the County (e.g., counters, tables, doorknobs, light switches, handles, stair rails, elevator buttons, desks, keyboards, phones, toilets, faucets, sinks, carts).
- 3.2.2 Use routine cleaning disinfectants or other approved disinfectants for regular surfaces *PLUS* an Environmental Protection Agency (EPA) registered disinfectant approved for viral/bacterial pathogens for high-touch surfaces.
- 3.2.3 Wear gloves *PLUS* splash goggles if there is a risk of splash. Refer to Safety Data Sheets or follow the instructions on the chemical label.
- 3.2.4 All Services performed must meet Department of Public Health (DPH) standards, Rutherford Joint Settlement Agreement (JSA) standard (as required) and the Centers for Disease Control and Prevention (CDC) cleaning protocol.
- 3.2.5 Contractor's employees must provide and use adequate barricades and signs to provide sufficient warning prior to, during, and after the performance of Services.

3.3 Module Floors, Inmate Cells, Detention Area

- 3.3.1 Clean open/locked cells. When cleaning open/locked cells, all items should be removed from the cell (e.g., mattress, linen, blankets, gowns, clothing).
 - All trash must be removed.
 - Each cell must be swept, mopped and sanitized.
 - Clean and sanitize toilet, urinals and sink area.
 - Clean and disinfect shower compartment, floors, walls, doors, and windows.
 - Spot clean cell walls, partitions, windows, and doors.
 - Remove/clean graffiti and vandalism, as required.

- 3.3.2 Clean module staging area, sallyports, inmate visiting area, and indoor recreation areas.
- Sweep and mop all areas.
 - Spot clean walls, partitions, windows and doors
 - Sanitize objects/areas that are used regularly (e.g., door handles and countertops).
 - Remove/clean graffiti and vandalism, as required.
- 3.3.3 Cells that require deep cleaning due to biohazard fluids must be power washed and sanitized, as required.

3.4 **Interior - Briefing Room & Armory**

- 3.4.1 Dust all surfaces and display cases. Damp-wipe and dry all glass surfaces, removing fingerprints and smudges. Contractor must take precautions not to disturb memorabilia on dusted surfaces, as required.
- 3.4.2 Clean and disinfect plastic containers and surfaces in security check points located at main entrance at least two times per day, if day porter service is provided, as required.
- 3.4.3 Clean baseboards, walls, kick plates, furniture, and other surfaces exposed to water and/or chemical splashing.
- 3.4.4 Clean and disinfect public telephone stalls.
- 3.4.5 Clean and disinfect drinking fountains.
- 3.4.6 Clean custodial closets and keep supplies and equipment orderly.
- 3.4.7 Clean and/or vacuum sofas and chairs, as required.
- 3.4.8 Clean all walls, doors, and tracks. Polish stainless steel, if applicable.
- 3.4.9 Clean all elevator floors. Disinfect elevator "call" button panel, including "call" buttons located outside of elevator and handrails located inside elevator, as required.
- 3.4.10 Sweep and/or dust stairs, landings, and handrails. Disinfect handrails.
- 3.4.11 Vacuum/spot clean all carpeted areas.
- 3.4.12 Damp-mop and/or scrub hard-surface (non-carpeted) floors, followed by high-speed buffing with light spray non-slip wax application.

- 3.4.13 Empty waste containers. Clean and disinfect containers inside and outside, place waste in appropriate disposal area, and replace plastic liners.
- 3.4.14 All common hallways, stairwells, floor control booths, artificial plants and the Employee Wellness Room will be thoroughly cleaned daily.

3.5 **Building Entrances, Lobbies, and Hallways – Exterior, as applicable**

- 3.5.1 Clean all entrance doors and partition glass.
- 3.5.2 Clean balconies and ledges.
- 3.5.3 Sweep exterior areas such as steps, sidewalks, and landings adjacent to the building.
- 3.5.4 Inspect parking areas and exterior grounds for trash or debris. Collect and place trash in an appropriate disposal area.
- 3.5.5 Provide and place appropriate mats at entrances and lobbies during rainy weather, as required.

3.6 **Restrooms (Private and Public) and Showers**

- 3.6.1 Dust ceiling vents.
- 3.6.2 Clean and disinfect sink basins and all surrounding surfaces.
- 3.6.3 Clean and disinfect restroom and shower fixtures.
- 3.6.4 Check for stains in urinals, waterless urinals, toilet bowls, and basins, and remove.
- 3.6.5 Clean and disinfect toilets, toilet seats, toilet handles, urinals, and waterless urinals with germicidal solution.
- 3.6.6 Clean base of toilet bowls and below all urinals.
- 3.6.7 Clean behind toilet bowls and in corners of restroom floors.
- 3.6.8 Clean restroom mirrors, kick plates, and disinfect push plates.
- 3.6.9 Spot clean restroom walls, showers, partitions, and doors.
- 3.6.10 Clean, disinfect and refill all restroom soap and paper dispensers.
- 3.6.11 Clean restroom floors with disinfectant solution. Mop the entire floor. Set up "wet floor" signs.
- 3.6.12 Remove/clean graffiti and vandalism, as required.
- 3.6.13 Empty waste containers. Clean and disinfect containers inside and out, place waste in appropriate disposal area, and replace plastic liners.

- 3.6.14 Clean and maintain waterless urinals according to manufacturer's recommended maintenance including the use of recommended chemicals. Contractor must maintain a log in each facility with date each urinal cartridge was replaced and schedule date of next replacement.
- 3.6.15 Polish all stainless steel and chrome dispensers/areas.
- 3.6.16 Service sanitary napkin and/or tampon dispensers at the County's option.
- If requested by the County, Contractor must purchase sanitary napkins and/or tampons and retain all monies collected from dispensers.
 - Clean and disinfect buttons/pulls located on dispensers.
- 3.6.17 Refill existing air freshener dispensers in restrooms with equal or better replacement products as required.
- Contractor must maintain air freshener dispensers in operating condition and replace batteries.
 - Contractor must change or replace air freshener dispensers and/or products upon approval of County Project Manager.
 - Contractor, at request of County Project Manager, is required to install air freshener dispensers and products in new or existing County Facility bathrooms and replace broken or malfunctioning air freshener dispensers at their own expense.

3.7 Offices, Conference Rooms and Control Booths

- 3.7.1 Dust all furniture, including desks, tables, file cabinets, windowsills, and other dust catching surfaces.
- 3.7.2 Damp-wipe and dry all glass surfaces.
- 3.7.3 Clean and disinfect all surfaces.
- 3.7.4 Remove fingerprints and smudges from desks, tabletops, walls, doors, door facings, telephones, etc.
- 3.7.5 Clean door glass and frames.
- 3.7.6 Sweep and/or damp-mop all hard-surface (non-carpeted) floors.
- 3.7.7 Vacuum/spot clean all carpeted areas, as required.
- 3.7.8 Remove gum from all hard-surface (non-carpeted) floors, as required.

- 3.7.9 Remove/clean graffiti and vandalism, as required.
- 3.7.10 Empty waste containers. Clean and disinfect containers inside and outside, place waste in appropriate disposal area and replace plastic liners.

3.8 **Exam Rooms, as applicable**

- 3.8.1 Wear proper Personal Protective Equipment (PPE).
- 3.8.2 Adhere to precaution signage.
- 3.8.3 Empty waste containers. Clean and disinfect containers inside and outside, place waste in appropriate disposal area and replace plastic liner.
- 3.8.4 Remove soiled linens and place in appropriate disposal area.
- 3.8.5 Spot clean and disinfect restroom walls, partitions, and doors.
- 3.8.6 Clean and disinfect all vertical surface counters, ledges, and windowsills.
- 3.8.7 Clean and disinfect exam table/bed, headboard, footboard, rails, cords, and frame.
- 3.8.8 Dust, clean, and disinfect all furnishings - nightstand, over-bed table, including wheels.
- 3.8.9 Dust and clean vents.
- 3.8.10 Inspect private curtains for any possible soiling.
- 3.8.11 Sweep floor to remove dust/debris.
- 3.8.12 Clean floors with disinfecting solution. Mop the entire floor. Set up "wet floor" signs.
- 3.8.13 Clean and disinfect sinks and trash can lids.
- 3.8.14 Clean and disinfect overhead lights.

3.9 **Lunchrooms, Eating and Vending Areas (Excludes area operated by vendor or food preparation area), as applicable**

- 3.9.1 Dust appliances.
- 3.9.2 Dust chairs and sofas.
- 3.9.3 Dust window ledges.
- 3.9.4 Clean and disinfect sinks and chrome fittings.
- 3.9.5 Spot clean walls, as required.
- 3.9.6 Remove/clean graffiti and vandalism, as required.

- 3.9.7 Vacuum/spot clean all carpeted areas.
- 3.9.8 Sweep and mop tile floors. Set up "wet floor" signs.
- 3.9.9 Empty waste containers. Clean and disinfect containers inside and outside, place waste in appropriate disposal area, and replace plastic liners.

4.0 SPECIALTY (ADDITIONAL) CUSTODIAL SERVICES

If the County requests any Services not specified in this SOW, any Attachment hereto or otherwise in the Contract, or requests an increase in the maximum required staffing for provision of Services under the Contract ("Specialty Additional Custodial Services"), such services must be provided by Contractor only following the County's written approval and execution of an appropriate amendment, which must include at a minimum, as applicable, the scope of Work for such Specialty (Additional) Services and priced as set forth by the Pricing Schedule (Exhibit B – Additional Services).

5.0 SERVICES FOR EMERGENCIES/CALL BACK WORK

Contractor may be required to provide emergency services and/or call-back Work upon the County's request. Contractor must perform emergency/call-back Work within four hours of the County's request, which may include holidays, evenings, and weekends. Pricing for such services is as set forth by the Pricing Schedule (Exhibit B – Emergency Services)

5.1 Call Back Work

Contractor will be required to perform call-back Work for all Services not performed to the satisfaction of the County. Call-back Work may include, but is not limited to cleanup from toilet/sink floods, water pipe breakage, and/or unforeseen acts of nature (e.g., earthquakes, floods, or fires, etc).

5.2 Emergency Services and Security Contacts

- 5.2.1 Contractor must provide a 24/7 telephone number and/or answering service for immediate response to problems related to emergency or security issues at all Facilities. All Service calls made to Contractor and answered by a voicemail, must be returned within 30 minutes of initial call from the County.
- 5.2.2 Contractor is required to provide County Project Manager a copy of the written estimate of costs, inclusive of all labor, Services, materials, equipment, etc., for each impacted Facility by the next business day. County Project Manager must review and provide written approval of the estimates prior to the provision of Emergency Services by Contractor. If the cost of completed Emergency Services exceeds Contractor's original cost estimate, Contractor must submit a revised cost estimate and a detailed written justification for the cost difference within two business days of completion of Emergency Services to County Project Manager for approval. Contractor must submit a copy of the final approved estimate of costs to County Project Manager by the next business day following approval. Contractor will only be reimbursed for the actual costs of any Emergency Services it has provided following written approval by County Project Manager.

6.0 COUNTY RESPONSIBILITIES

6.1 Furnished Items

- 6.1.1 The County will provide, at the County's sole expense, all janitorial and custodial equipment required for Services under the Contract, including, but not limited to, all paper and restroom supplies, cleaning solutions, cleaning chemicals, and protective safety gear.
- 6.1.2 The County will furnish all necessary cleaning equipment which may include: vacuum cleaners, buffers, strippers, scrubbing machines, extension poles, ladders, carpet extraction equipment, brooms, mops, buckets, etc., unless otherwise specified in the Contract or authorized by the County for provision by Contractor.
- 6.1.3 Prior to the Contract start date, the County will ensure the required equipment is available at each Facility.
- 6.1.4 All equipment furnished by the County and used by Contractor will remain County property.

- 6.1.5 The County will provide all utilities, including gas, electricity and water, in Facilities where Contractor provides Services. The County will be responsible for maintaining building systems including plumbing, electrical, etc.
- 6.1.6 County telephones are for County use only, unless specifically authorized by the County.
- 6.1.7 The County will provide storage areas to Contractor as determined by County. The storage areas provided will be limited to the existing custodial closet(s). Contractor is prohibited from use of said storage areas or any other County property for the conduct of their business interests that are not related to or required by the Facility.
- 6.1.8 The County will provide an escort for Contractor's employees when providing Services in secured areas with inmates present.

7.0 CONTRACTOR RESPONSIBILITIES

7.1 Contractor Personnel

- 7.1.1 Contractor Employees Health Clearance
Contractor is responsible for providing all employees performing Work under the Contract an annual Tuberculosis (TB) test. Contractor must submit proof/certification of TB testing to the County, on no less than an annual basis.
- 7.1.2 Contractor must assign the sufficient number of employees to perform the required Services at each of the Facilities identified in Attachment 3 (Facility Specification Sheets), to this SOW.
- 7.1.3 Contractor is required to provide all labor, uniforms, badges, supervision, management, and any other goods and/or services that may be needed for provision of Services.
- 7.1.4 Contractor must provide and require every employee to wear a uniform with the company logo. The uniforms must be distinguishable from any County Custodial Staff Uniforms. The County will provide written approval of uniforms prior to Contract start date.
- 7.1.5 In buildings where only one Contractor employee is assigned, the employee must be able to read, speak, and understand English. It is required that at least one of Contractor's employees working on any given shift in each Facility be able to communicate clearly and fluently in English.

- 7.1.6 Contractor must designate one employee per shift as Principal Custodian with full responsibility for directing the entire custodial crew on their shift. Each Principal Custodian must be authorized to act on Contractor's behalf and must be able to speak, read, and understand English.
- 7.1.7 Each Contractor employee must sign the Sign-in Sheet, Attachment 5, before their shift begins, and notify the County's designated contact each shift, before beginning Work.
- 7.1.8 Contractor must notify County Project Manager, when employees assigned to provide Services under the Contract are out on a scheduled or unscheduled absence or have terminated employment. Contractor must provide the name of the substitute employee and ensure the substitute employee obtains a County Identification (ID) badge prior to providing Services.
- 7.1.9 Contractor is responsible for controlling the conduct, demeanor, and appearance of all its employees, and representatives.
- 7.1.10 Contractor must ensure each of its employees complete the Temporary Restraining Order (TRO) Compliance Inspection Worksheet as provided in Attachment 2 (Temporary Restraining Order (TRO) Compliance Inspection Worksheet), to this SOW each shift for their area of responsibility. The completed TRO must be given to the custody escort at the end of each shift for archiving.

7.2 Contractor Supervisors

- 7.2.1 Contractor must provide a thoroughly trained supervisor or lead person who is knowledgeable in all aspects of the Facility's operations and who must:
 - a. Visit Facilities during and after working shifts,
 - b. Be available to the County by cell phone during all working shifts, on a 24/7 basis and,
 - c. Be able to effectively communicate in English both orally and in writing.
- 7.2.2 Contractor must provide one on-site Facilities supervisor at each Facility who must:
 - a. Be knowledgeable in healthcare hygiene,
 - b. Be available during each Work shift specified in Attachment 3 (Facility Specification Sheets) of this SOW Sunday through Saturday,
 - c. Be knowledgeable in all aspects of the custodial/housekeeping operation and,

- d. Have access to Contractor Project Manager during all hours of shift coverage, including holidays.

7.2.3 Supervisor or lead person must maintain a daily sign-in sheet, Attachment 5, which identifies the arrival and departure times, lunch times, and break times of Contractor's employees. Time sheets must be submitted monthly to County Project Manager. Previous months' time sheets are due on the 15th of every month.

7.3 Special Training Requirements

7.3.1 Contractor must ensure that employees are trained and abide by the County's Policy and Ethics covered in Manual of Policy and Procedures, 3-01/121.00, Policy of Equality.

7.3.2 Contractor is responsible for ensuring that each Contractor employee providing Services under the Contract has undergone proper orientation and is familiar with the Facility that they Service prior to providing Services at that Facility.

7.3.3 Contractor must provide training programs for all new and on-going employees while continuing in-service training for all employees and sub-contracted employees, including, but not limited to, visual aids dealing with the diverse cleaning needs of the Facility.

All Contractor's employees and/or sub-contracted employees performing Services under the Contract must have appropriate training as described in Contractor's Training and Safety program, including Infection Control, Public Safety (fire, electrical, disaster), Employee right-to-know (hazards and other OSHA risks associated with provision of services) and the Health Insurance Portability and Accountability Act (HIPAA). Written documentation verifying training for all Contractor's employees must be provided by Contractor to the County at a minimum, on a monthly basis or as requested by the County.

7.3.4 Contractor must provide to the County a summary of course material, and training schedules for each of the following:

- a. Daily Cleaning Items
 - i. Daily sanitized cleaning,
 - ii. Restroom maintenance,
 - iii. Corridor maintenance,
 - iv. Walls,
 - v. Floor care, and
 - vi. Miscellaneous:
 - Drinking fountains/dispensers,
 - Door glass, and
 - Walls and glass partitions.

- b. Calendar Scheduled Cleaning
 - i. Restrooms,
 - ii. High frequency (high & low dusting),
 - iii. Ceiling vents,
 - iv. Partition glass,
 - v. Scrub and clean under and around lavatory units,
 - vi. Remove mold, buildup, and soil markings, and
 - vii. Disinfect with germicidal solution.

7.3.5 Contractor's employees must be trained in their assigned tasks and in safety in the workplace. All Contractor employees must Work in accordance with federal, state, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with federal and state OSHA requirements. Contractor must provide proof of training and IIPP records upon County's request.

7.3.6 All Services requiring licenses and/or certifications must be performed by properly trained, licensed, and certified employees.

7.3.7 Contractor is responsible for ensuring that employees are kept current and properly trained on all appropriate cleaning procedures, both new and existing in accordance with this paragraph 7.3 (Special Training Requirements).

7.4 Approval of Contractor's Employees

7.4.1 The County has the absolute right to approve or disapprove any or all of Contractor's employees performing Work hereunder and any proposed changes in Contractor's employees.

7.4.2 The County will not accept any of Contractor's employees who have been involved in any of the following:

- a. High grade misdemeanor,
- b. Misdemeanor theft,
- c. Felony conviction,
- d. Conviction for a sex offense,
- e. Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge,
- f. Conduct that would preclude the employee from receiving bond,
- g. Convictions of drunk or reckless driving within that last three years, or
- h. Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records, or
- i. Any pattern of recent or habitual illegal drug use.

- 7.4.3 All Contractor's employees performing Services under the Contract, and any Contractor employee designated as Supervisor, Lead Person, or Contract Project Manager, will be required to undergo and pass a background investigation, to the satisfaction of the County as a condition of beginning and continuing to provide Services under the Contract. All background clearances will be determined by the Department. Arrest investigations and subsequent arrest information obtained by the Department may cause a background clearance to be revoked.
- 7.4.4 Such background investigation will include, but not be limited to, information obtained through fingerprints submitted to the California Department of Justice including local, state, and federal-level review of criminal conviction information.
- 7.4.5 The County's background investigation requirements are subject to change at any time, at the sole discretion of the County.
- All background information is confidential and not reviewable by Contractor or Contractor's employees. The Department will not provide any information obtained through the Department background investigation to Contractor or Contractor's employees. Contractor may be responsible for reimbursement or direct payment to County for actual costs of performing each background investigation. Associated background fees may be deducted from monthly invoices at County sole discretion.
- 7.4.6 Contractor may be responsible for reimbursement or direct payment to County for actual costs of performing each background investigation. Associated background fees may be deducted from monthly invoices at County sole discretion.
- 7.4.7 The County reserves the right to preclude Contractor from employment or continued employment or any individual at the Facility.
- 7.4.8 Sub-contractors
- Contractor must not subcontract any of its responsibilities under the Contract or permit subcontracted responsibilities to be further subcontracted without the prior written approval of the County.

7.5 Supplies, Materials and Equipment

- 7.5.1 All Contractor furnished supplies, materials and other products must be hospital grade and safe for the environment while meeting applicable guidelines and regulations, as imposed by any applicable regulatory agencies including OSHA Regulations. Supplies, material, and other products must be safe for use by employees and meet any applicable requirements needed to provide Services under the Contract. All cleaning supplies and materials are subject to prior review and approval by County Project Manager.
- 7.5.2 All Contractor-furnished infection control cleaning and disinfecting solutions must be approved by the County prior to use. There are no exceptions to this requirement.
- 7.5.3 All Contractor-furnished equipment must be maintained and used in a safe and operable condition in accordance with the manufacturer's standards and specifications and must be kept clean by Contractor.
- 7.5.4 County-provided carts containing approved supplies, materials, and equipment must be stored in County custodial closets (refer to Paragraph 6.1.7 above).

7.6 Contractor Maintenance of County-Furnished Equipment

- 7.6.1 Contractor is responsible for maintaining all County-furnished equipment. Contractor must immediately report to the respective on-duty Watch Commander any accidents and/or loss of equipment, supplies, etc. Loss or damage to County-furnished equipment must be reported to the County by Contractor as soon as possible. Contractor must confirm this report in writing within one working day following any loss or damage.
- 7.6.2 At the beginning of each shift, Contractor's employees must check out keys at the respective Facility's control booth. All such keys are property of the County and must be returned to the respective Facility's control booth at the end of each shift. At no time are the keys to be duplicated by Contractor or taken home. Any lost keys will be investigated and replaced by the County at the expense of Contractor, including the cost of any re-keying associated with the lost key. If a key is bent, broken or damaged in any way, a new one will be re-issued, and the damaged key must be returned. Contractor accepts full responsibility for all keys issued to Contractor's employees.

- 7.6.2.1 If employing sub-contractors previously approved by the County, Contractor must not provide keys to any Facility to sub-contractor employees. Contractor must assign an individual to remain with sub-contractor employees until the specific job is completed. Contractor must maintain a log of all sub-contractors that worked in any Facility and submit the log with their invoice at the end of each month.

7.7 County Required Meetings

Contractor's Project Manager or Supervisor must meet with County Project Manager monthly, or as determined by the County, to evaluate Services. Contractor's representative must be familiar with all Facilities included in the Contract and be able to address issues related to Contractor's Services. Contractor and the County will then mutually determine a corrective course of action and timeframe to remedy any problems found. Contractor's Project Manager must be available to attend all daytime cleaning orientations with County Project Manager. This may include new Facilities that are added to Contractor's Services.

7.8 Contractor's Office

Contractor must maintain an office within the County with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m. ("PST"), Monday through Friday, by at least one employee who must communicate clearly in English to respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed, an answering service must be provided to receive calls. Contractor must answer calls received by the answering service one hour of receipt of the call.

8.0 GREEN INITIATIVES

Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. In using the Facilities,

Contractor must develop and adhere to an energy conservation plan that is consistent with County policy, including seasonal thermostat settings. Contractor must notify County Project Manager of Contractor's new green initiatives implemented prior to the Contract commencement date.

9.0 ADDITION/DELETION OF FACILITIES AND CHANGES IN SERVICE

The County reserves the right to add or delete Facilities, adjust staffing requirements, and/or Facility operating hours during the term of the Contract. All

changes must be made in accordance with the amendments Section 8.1 (Amendments) of the Contract.

- 9.1 Proposals for additional work or request for proposals must be submitted within two (2) business days unless an extension is requested and granted by County. Failure to respond within two (2) business days, or by the end of granted extension, may result in liquidated damages and/or removal from the contracted facility. Proposals must align with the service breakdown identified in Exhibit B (Pricing Schedule) of the Contract.
- 9.2 Contractor must commence services within ten (10) business days from the date a new facility is awarded. County reserves the right to obtain another Contractor, should the awarded Contractor fail to commence services within ten (10) business days.
- 9.3 Invoices for additional work completed should be submitted within ninety (90) days of completion. Failure to submit within the ninety (90) days may be subject to non-payment.
- 9.4 The County maintains an inspection application database that tracks and monitors contractor performance. Information entered into the database may be used for a variety of purposes, including determining whether the County will consider the Contractor for additional work.

10.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of Service throughout the term of the Contract. The Plan must be submitted to County Project Manager for review within ten days of the start of the Contract. The plan must include the following:

- 10.1 Method of monitoring to ensure that Contract requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of Services performed before the level of performance becomes unacceptable.
- 10.2 The QCP must include, but not be limited to, the following:
 - a. Specific activities to be monitor either on schedule or unscheduled basis,
 - b. Methods of monitoring to include methods of verifying authenticity of reports and methods to ensure quality of Services,
 - c. Frequency of monitoring,
 - d. Sample forms to be used in monitoring,
 - e. Job title and employee performing monitoring functions, and
 - f. Plan for ensuring that services will continue in the event of a natural or manmade disaster or strike as applicable.

- 10.3 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, which must be provided to County Project Manager on a monthly basis.
- 10.4 Contractor must respond to complaints, specific to the Services being provided under the Contract, within 24-hours of notification of the complaint, as applicable. If a complaint is not abated within the time specified or to the satisfaction of the County, the County may correct the specific complaint. The total cost incurred by the County will be deducted from Contractor's monthly invoice.

11.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under the Contract no less frequently than on an annual basis. Contractor must make itself available to the County or its agent during business hours for any monitoring reviews. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor's deficiencies, which the County determines are significant or continuing and which may place performance of the Contract in jeopardy if not corrected, will be reported to County's Board of Supervisors (Board) and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with corrective action measures, the County may terminate the Contract or impose other penalties as specified in the Contract for Quality Assurance.

11.1 Monthly Meetings

Contractor is required to attend monthly meetings with County Project Manager. Contractor may be required to attend additional meetings to discuss deficiencies or Contract issues within 24-hour notice.

11.2 Contract Discrepancy Report (CDR)

Notification of a Contract discrepancy will be made to Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period established by the County.

The notification may be followed with a formal Contract Discrepancy Report (CDR), as provided in Attachment 1 (Contract Discrepancy Report), to this SOW, at the discretion of County Project Manager. The CDR will indicate the Contract discrepancy, Contractor's response, and the correction due date for each discrepancy noted.

Upon receipt of the CDR, Contractor is required to respond in writing to County Project Manager within five business days, acknowledging the reported discrepancies or presenting contrary information. A plan for

correction of all performance deficiencies identified in the CDR must be submitted to County Project Manager within ten business days. If additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completion will be at the County's discretion.

11.3 County Observations

In addition to Departmental contracting staff, other County employees may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours. However, these employees may not unreasonably interfere with Contractor's performance.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of Services used in SOW Attachment 4 (Performance Requirements Summary (PRS)), are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and this SOW.

When Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:

- a. Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- b. Reduce payment to Contractor by a computed amount based on the damage fee(s).
- c. Reduce, suspend, or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- d. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected Work specified within five days will constitute authorization for the County to have the Service(s) performed by others. The entire cost of such Work performed by others because of Contractor's failure to perform said Service(s), as determined by the County, must be credited to the County on Contractor's future invoice. This Paragraph does not preclude the County's right to terminate the Contract upon ten days written notice with or without cause.

ATTACHMENT 1
CONTRACTOR DISCREPANCY REPORT

CDR NUMBER	DATE CDR PREPARED
FACILITY	
CONTRACTOR	CONTRACTOR NUMBER
TO CONTRACTOR'S STAFF (NAME AND TITLE)	FROM (COUNTY STAFF NAME AND TITLE)

INCIDENT DETAILS		
DATE(S) OF INCIDENT	TIME(S) OF INCIDENT	LOCATION(S) OF INCIDENT
DESCRIPTION OF INCIDENT		
CONTRACTUAL REQUIREMENT(S) - INCLUDE AGREEMENT REFERENCES		

CONTRACTOR DUE DATES	
1) Contractor's Written Acknowledgement of discrepancy response due within 5 business days from the date of this CDR: _____	
2) Contractor's Correction Plan of all deficiencies identified in this CDR due within 10 business days from the date of this CDR: _____	
SIGNATURE OF COUNTY REPRESENTATIVE	DATE

CONTRACTOR CORRECTIVE ACTION PLAN		
IDENTIFY THE ROOT CAUSE OF INCIDENT AND CORRECTIVE ACTION TAKEN		
PLAN FOR PREVENTION OF FUTURE INCIDENTS		
WRITTEN NAME & TITLE OF CONTRACTOR REPRESENTATIVE	SIGNATURE OF CONTRACTOR REPRESENTATIVE	DATE

County of Los Angeles · Sheriff's Department

TRO COMPLIANCE INSPECTION

FINDINGS ↓	DATE / TIME	AREA SERGEANT ON DUTY	REFERENCE No.
	DISCUSSED WITH EMPLOYEE(S) LISTED BELOW:		FINDINGS CODE √ = MEETS EXPECTATIONS X = BELOW EXPECTATIONS BLANK = NOT INSPECTED

<input checked="" type="checkbox"/>	CELL	OCCUPIED	VACANT		REPAIR NEEDED	CORRECTIVE ACTIONS TAKEN / NOTE(S)
BOOKING FRONT HOLDING CELLS — 1ST FLOOR						
101						
102						
103						
104						
105						
134						
135						
136						
137						
138						
HOLDING CELLS — 1ST FLOOR						
A						
B						
C						
CLASSIFICATION REAR — 1ST FLOOR						
114						
115						
116						
117						
118						
HOLDING CELLS — 1ST FLOOR						
1						
2						
3						

NOTIFICATION(S) FOR REPAIRS AND/OR ADDITIONAL NOTE(S) ABOUT THIS INSPECTION

BY	EMPLOYEE #	BY	EMPLOYEE #
STATION INMATE RECEPTION CENTER	SHIFT	IRC WATCH COMMANDER	EMPLOYEE # DATE / TIME
BOOKING / CLASSIFICATION INSPECTION FORM		FILED BY ASSIGNMENT RETENTION & ARCHIVAL BY IRC (SUBMIT TO WC)	

County of Los Angeles · Sheriff's Department

TRO COMPLIANCE INSPECTION

FINDINGS ↓	DATE / TIME	AREA SERGEANT ON DUTY	REFERENCE No.
	DISCUSSED WITH EMPLOYEE(S) LISTED BELOW:		FINDINGS CODE √ = MEETS EXPECTATIONS X = BELOW EXPECTATIONS BLANK = NOT INSPECTED

<input checked="" type="checkbox"/>	CELL	<input type="checkbox"/> OCCUPIED	<input type="checkbox"/> VACANT	<input type="checkbox"/> P	<input type="checkbox"/> V	<input type="checkbox"/> R	<input type="checkbox"/> S	<input type="checkbox"/> T	REPAIR NEEDED	CORRECTIVE ACTIONS TAKEN / NOTE(S)
CLINIC — 1ST FLOOR										
	129									
	130									
	131									
	132									
	133									
LARGE CLINIC HOLDING AREA & CLINIC OPEN AREA — 1ST FLOOR										
	208B									
	OPEN									
CLINIC — 1ST FLOOR										
	119									
	120									
	121									
	122									
	123									
	124									
	125									
N/A	126									CELL CONVERTED TO AN EXPANDED OFFICE / EXAM AREA
	127									
N/A	128									CELL CONVERTED TO HEALTH INFO MANAGEMENT OFFICE

<input checked="" type="checkbox"/>	CELL	<input type="checkbox"/> OCCUPIED	<input type="checkbox"/> VACANT	<input type="checkbox"/> P	<input type="checkbox"/> V	<input type="checkbox"/> R	<input type="checkbox"/> S	<input type="checkbox"/> T	REPAIR NEEDED	CORRECTIVE ACTIONS TAKEN / NOTE(S)
COURT LINE "NEW SIDE" — 1ST FLOOR										
N/A	106									CELL IS CONVERTED TO STORAGE
	107									
	108									
	109									
	110									
	111									
	112									
	113									

NOTIFICATION(S) FOR REPAIRS AND/OR ADDITIONAL NOTE(S) ABOUT THIS INSPECTION

BY	EMPLOYEE #	BY	EMPLOYEE #
STATION	SHIFT	IRC WATCH COMMANDER	EMPLOYEE # DATE / TIME
INMATE RECEPTION CENTER			
CLINIC & COURT LINE INSPECTION FORM	FILED BY	ASSIGNMENT	RETENTION & ARCHIVAL BY IRC (SUBMIT TO WC)

County of Los Angeles · Sheriff's Department

TRO COMPLIANCE INSPECTION

FINDING ↓	DATE / TIME		AREA SERGEANT ON DUTY		REFERENCE No.	
	DISCUSSED WITH EMPLOYEE(S) LISTED BELOW:				FINDINGS CODE √ = MEETS EXPECTATIONS X = BELOW EXPECTATIONS BLANK = NOT INSPECTED	
✓	CELL	OCCUPIED	VACANT	REPAIR NEEDED	CORRECTIVE ACTIONS TAKEN / NOTE(S)	
CUSTODY LINE — 2ND FLOOR						
	201					
	202					
	203					
	204					
	205					
	206					
	207					
	208					
	209					
	210					
	211					
	212					
	213					
	214					
	215					
	216					
	217					
	218					
	219					
	220					
	221					
	222					
	223					
	224					
	225					
	226					
	227					
	228					
	229					
✓	CELL	OCCUPIED	VACANT	REPAIR NEEDED	CORRECTIVE ACTIONS TAKEN / NOTE(S)	
RELEASE — 2ND FLOOR						
	230					
	232					
	234					
	235					
	236					
	237					
	238					
	239					
	240					
	241					
	242					
	243					
	244					
	246					
BY _____ EMPLOYEE # _____ BY _____ EMPLOYEE # _____						
STATION INMATE RECEPTION CENTER				SHIFT	IRC WATCH COMMANDER	EMPLOYEE # _____ DATE / TIME _____
CUSTODY LINE & RELEASE INSPECTION FORM				FILED BY	ASSIGNMENT RETENTION & ARCHIVAL BY IRC (SUBMIT TO WC)	

County of Los Angeles · Sheriff's Department

TRO COMPLIANCE INSPECTION

FINDINGS ↓	DATE / TIME	AREA SERGEANT ON DUTY	REFERENCE No.
	DISCUSSED WITH EMPLOYEE(S) LISTED BELOW:		FINDINGS CODE √ = MEETS EXPECTATIONS X = BELOW EXPECTATIONS BLANK = NOT INSPECTED

✓	CELL	OCCUPIED	VACANT	🔒	🚫	🚰	🚰	🚰	REPAIR NEEDED	CORRECTIVE ACTIONS TAKEN / NOTE(S)
	1									
	2									
	3									
	4									
	5									
	6									
	7									
	8									
	9									
	10									
	11									
	12									
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	32									
	33									
	34									
	35									
	36									
	37									
	38									
	39									

NOTIFICATION(S) FOR REPAIRS AND/OR ADDITIONAL NOTE(S) ABOUT THIS INSPECTION

BY	EMPLOYEE #	BY	EMPLOYEE #
STATION	SHIFT	IRC WATCH COMMANDER	EMPLOYEE #
INMATE RECEPTION CENTER		DATE / TIME	
"OLD SIDE IRC" INSPECTION FORM		FILED BY	ASSIGNMENT
		PATROL—INACTIVE (TRACKING ONLY)	

County of Los Angeles · Sheriff's Department

TRO COMPLIANCE INSPECTION

FINDINGS ↓	DATE / TIME		AREA SERGEANT ON DUTY				REFERENCE No.			
	DISCUSSED WITH EMPLOYEE(S) LISTED BELOW:				FINDINGS CODE √ = MEETS EXPECTATIONS X = BELOW EXPECTATIONS BLANK = NOT INSPECTED					
✓	CELL	OCCUPIED	VACANT					REPAIR NEEDED	CORRECTIVE ACTIONS TAKEN / NOTE(S)	
	A									
	B									
	C									
	D									
	E									
	F									
	G									
	H									
	I									
	K									
	L									
	M									
NOTIFICATION(S) FOR REPAIRS AND/OR ADDITIONAL NOTE(S) ABOUT THIS INSPECTION										
BY		EMPLOYEE #				BY		EMPLOYEE #		
STATION		SHIFT		IRC WATCH COMMANDER		EMPLOYEE #		DATE / TIME		
INMATE RECEPTION CENTER										
"OLD SIDE IRC" INSPECTION FORM		FILED BY		ASSIGNMENT		RETENTION & ARCHIVAL BY IRC (SUBMIT TO WC)				

County of Los Angeles · Sheriff's Department

TRO COMPLIANCE INSPECTION

OPTIONAL DETAILS / NARRATIVE — CONTINUED FROM INSPECTION FORM(S)

REFERENCE No.

FURTHER INFORMATION ABOUT ANY REPORTED CONCERN(S)

**Sheriff's Department
Staffing and Facility Specification Sheet**

Region	Facility No. 1
Department/Facility	Sheriff / Twin Towers Correctional Facility (TTCF)
Address	450 Bauchet St. Los Angeles Ca. 90012

Hours of Operation				Days of Operation		
24 hours				Monday – Sunday (Mon-Sun)		
CURRENT STAFFING	CUSTODIANS			SUPERVISOR		
	NO.	HOURS	SHIFT	NO.	HOURS	SHIFT
Day (Mon-Sun)	4	8	0500 – 1300			
Afternoon (Mon-Sun)	4	8	1300 – 2100	1	8	1300-2100

FACILITY SPECIFICATIONS	
Gross Square Footage	1,500,000
User Square Footage	1,500,000
Staff in Building	1,000
Approximate Number of Persons Entering/Exiting Building Per Month	90,000
Number of Floors	16
Number of Stairwells	16
Number of Elevators	22
Light Fixtures	10,000 +
Number of Parking Lots	4
Number of Detention/Holding Cells	2,300
Total Number of Paper Towel Dispensers	300
Total Number of Soap Dispensers	300
Total Number of Sinks	2,600
Number of Kitchenettes	10
Number of Restrooms (Including Jury rooms/Judges' chambers)	80
Number of Toilets	2,600
Number of Urinals	75
Number of Showers	315

RUBBISH/TRASH REMOVAL	9,500 tons
WINDOW CLEANING	
Interior Windows	50
Interior Partition Glass/Doors	15,000

**Sheriff's Department
Staffing and Facility Specification Sheet**

INMATE HOUSING LOCATION			
TTCF Specifications		Contract Staff Suggested	
Module 121	Trustee housing	1	24 open/locked cells and hallway. Contractor must provide Daily Cleaning 7 days a week.
Module 131	MOH/EBI ,K6-B (Dorm housing- no cells)	2	Staging area and indoor recreation areas. Contractor must provide Daily Cleaning 7 days a week.
Module 132	HOH	2	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.
Module 141	FIP Step Down	2	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.
Module 142	MOH K-10	2	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.
Module 151	HOH K6G/K6Y	2	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.
Module 152	HOH	2	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.
Module 161	HOH	2	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.
Module 162	HOH	2	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.

**Sheriff's Department
Staffing and Facility Specification Sheet**

Module 171	HOH	2	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells Contractor must provide Daily Cleaning 7 days a week.
Module 172	HOH INTAKE	4	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.
Module 211	GP housing	1	24 open/locked cells and hallways. Contractor must provide Daily Cleaning 7 days a week.
Module 232	ADA	2	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.
Module 241	HOH INTAKE/COVID PUI	4	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.
Module 242	HOH INTAKE	4	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor provide Daily Cleaning 7 days a week
Module 251	HOH INTAKE	4	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.
Module 252	MOH K10/ HOH	2	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.
Module 261	EMH (ENHANCED MENTAL HEALTH)	2	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells Contractor must provide Daily Cleaning 7 days a week.
Module 262	HOH/ HOH DORM (PILOT)	2	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.

**Sheriff's Department
Staffing and Facility Specification Sheet**

Module 271	MOH EBI/ HOH/HOH INTAKE	2	96 open/locked cells, staging area, indoor recreation areas, and biohazard cells. Contractor must provide Daily Cleaning 7 days a week.
Module 272	ADA (Dorm housing- no cells)	2	Staging area and indoor recreation areas. Contractor must provide Daily Cleaning 7 days a week.



**Sheriff's Department
Staffing and Facility Specification Sheet**

REGION	FACILITY NO. 2
DEPARTMENT/FACILITY	Sheriff/Inmate Reception Center (IRC)
ADDRESS	450 Bauchet St. Los Angeles Ca. 90012

HOURS OF OPERATION	DAYS OF OPERATION
24 hours	Monday – Sunday (Mon-Sun)

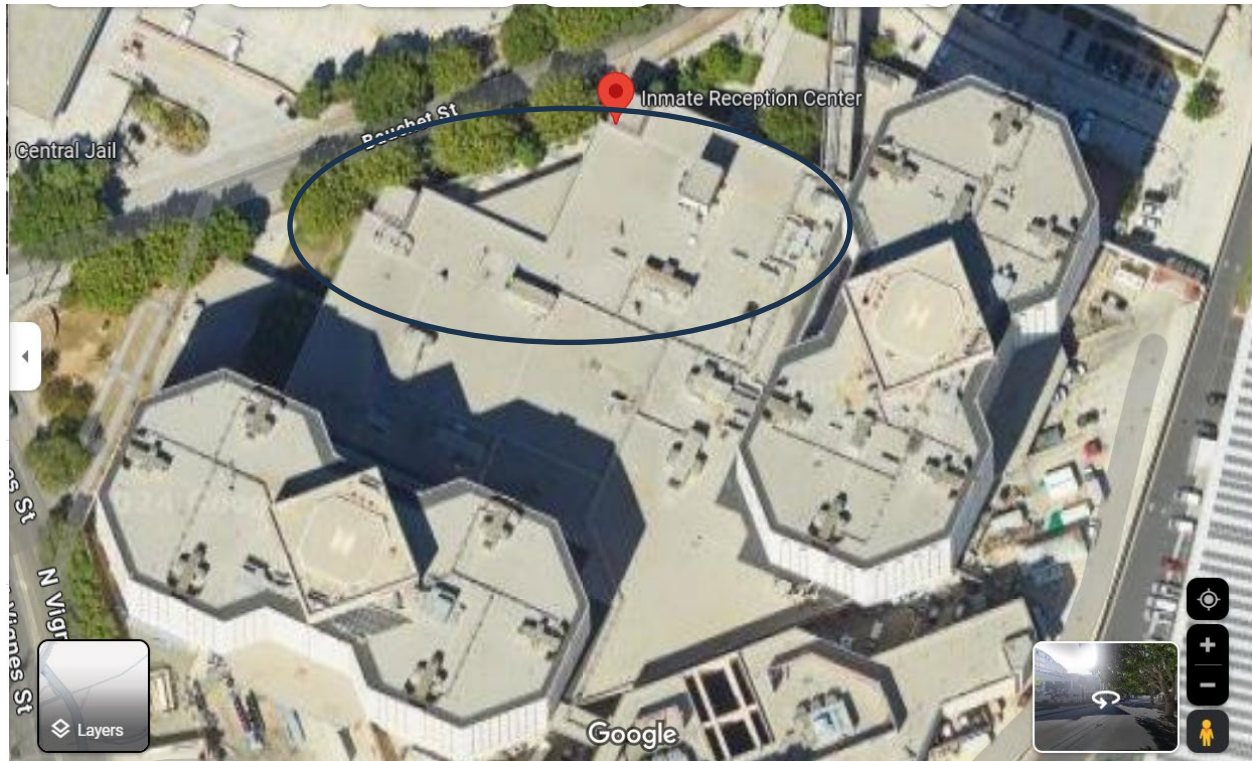
CURRENT STAFFING	CUSTODIANS			SUPERVISOR		
	NO.	HOURS	SHIFT	NO.	HOURS	SHIFT
Day (Mon-Sun)	3	8	0700 – 1500	1	8	0700-1530
Afternoon (Mon-Sun)	3	8	1500 – 2300			
Night (Mon-Sun)	3	8	2300 – 0700			
FACILITY SPECIFICATIONS						
Gross Square Footage						700,000
User Square Footage						700,000
Staff in Building						Approximately 681
Approximate Number of Persons Entering/Exiting Building Per Month						11,000
Number of Floors						2 IRC Proper 1 IRC Old Side
Number of Stairwells						3
Number of Elevators						1
Light Fixtures						>9,000
Number of Parking Lots						None
Number of Detention/Holding Cells						229
Total Number of Paper Towel Dispensers						20
Total Number of Soap Dispensers						249
Total Number of Sinks						249
Number of Restrooms (Including Jury rooms/Judges' chambers)						249
Number of Toilets						249
Number of Urinals						230
Number of Showers						2 each containing 30 shower heads
RUBBISH/TRASH REMOVAL						6,000 pounds Monthly
WINDOW CLEANING						
Interior Windows			128			
Interior Partition Glass/Doors			229			

DESCRIBE CLEANING SPECIAL CLEANING OR OPERATIONAL REQUIREMENTS
The IRC specifications noted include the IRC Proper, IRC Old Side, and all areas where professional staff occupy. The IRC Old Side is in Men's Central Jail.

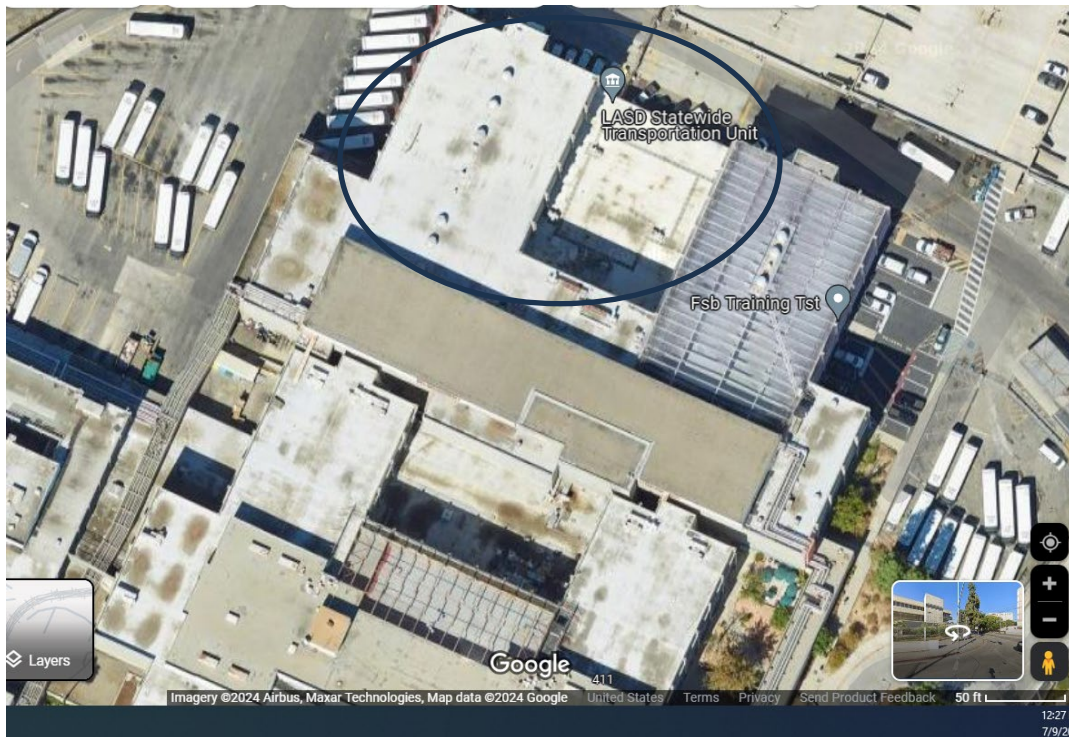
Inmate Reception Center

County of Los Angeles
Sheriff's Department

Sheriff's Department Staffing and Facility Specification Sheet



Old Side IRC



Sheriff's Department Staffing and Facility Specification Sheet

REGION	FACILITY NO. 3
DEPARTMENT/FACILITY	Sheriff/Century Regional Detention Facility
ADDRESS	11705 S. Alameda Street, Lynwood Ca 90262

HOURS OF OPERATION	DAYS OF OPERATION
24 hours	Monday – Sunday (Mon-Sun)

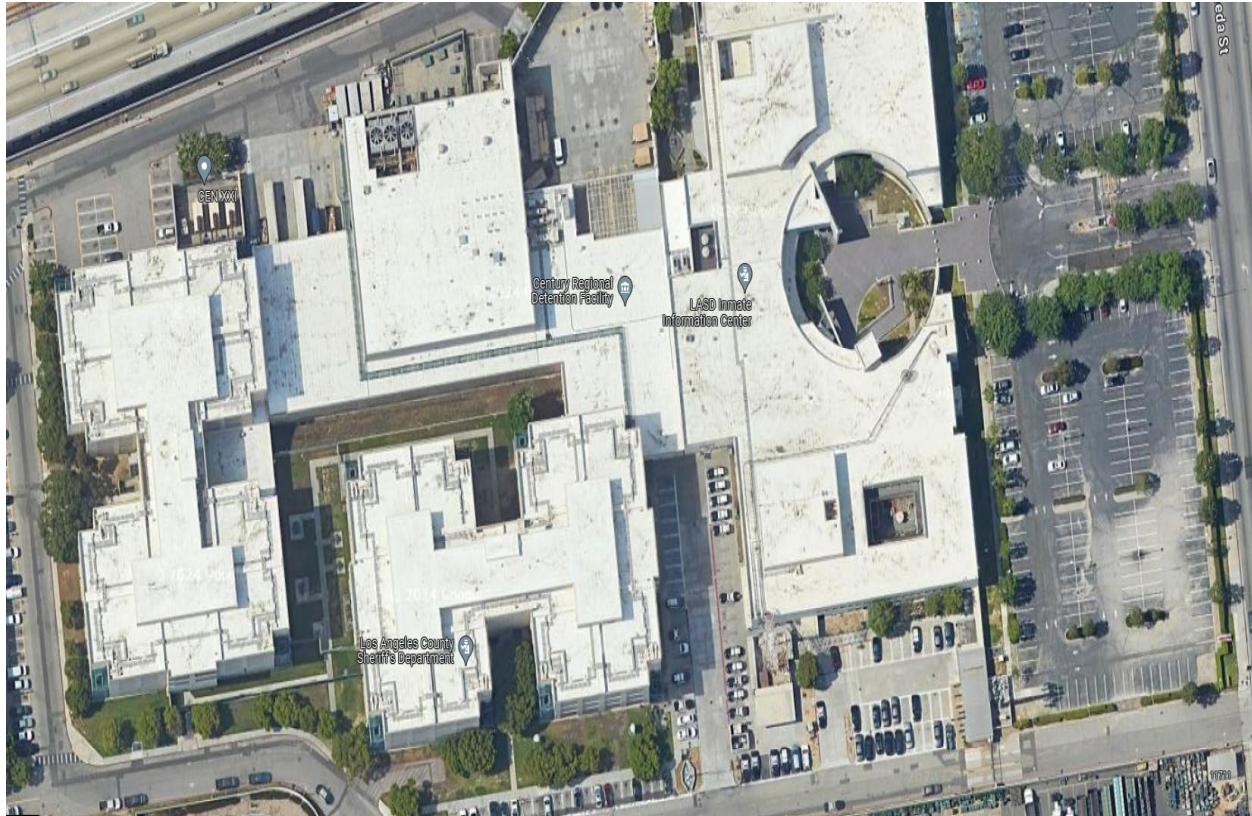
CURRENT STAFFING	CUSTODIANS			SUPERVISOR		
	NO.	HOURS	SHIFT	NO.	HOURS	SHIFT
Day (Mon-Sun)	4	8	0600 – 1400	1	8	0800-1600
Afternoon (Mon-Sun)	3	8	1400 – 2200			
Nights (Mon-Sun)	3	8	2200 – 0600	1	8	1900-0300

FACILITY SPECIFICATIONS			
Gross Square Footage		544,000 sq. ft. Justice Center	
		448,422 sq. ft. CRDF only	
User Square Footage		448,422 sq. ft.	
Staff in Building		Day: Approx. 350 Afternoon: Approx. 300 Night: Approx. 150	
Approximate Number of Persons Entering/Exiting Building Per Month		30 (200 inmates) = 6000 inmates per month	
Number of Floors		6	
Number of Stairwells		18	
Number of Elevators		08	
Light Fixtures		75,000	
Number of Parking Lots		1 (531 spaces)	
Number of Detention/Holding Cells		964 (includes IRC)	
Total Number of Paper Towel Dispensers		150	
Total Number of Soap Dispensers		95	
Total Number of Sinks		1,000	
Number of Kitchenettes		5	
Number of Restrooms (Including Jury rooms/Judges' chambers)		20	
Number of Toilets		1,000	
Number of Urinals		20	
Number of Showers		200	
RUBBISH/TRASH REMOVAL			10 Tons
WINDOW CLEANING			
Interior Windows	30		
Interior Partition Glass/Doors	5,000		

**Sheriff's Department
Staffing and Facility Specification Sheet**

INMATE HOUSING LOCATION		
CRDF Specifications	Contract	Staff Suggested
CRDF Intake (Reception)	AM: 2 PM: 2 EM: 1	9 – Locked Holding Cells, 3 – Bus Bays (One bus bay is being used for inmate searches.), Release Area, and medical office. Contains a staff restroom. Contractor to provide daily cleaning 7 days a week.
CRDF 1400 Intake Module	AM: 2 PM: 2 EM: 1	3 – Pods. 48 – Locked cells total. 1 – Open Room. Cell turnover is consistent meaning cleaning of the same cell is required. The dayroom for two pods contains additional inmate beds. Contains a staff restroom. Contractor to provide daily cleaning 7 days a week.
Century Station Lobby	AM: 2 PM: 2 EM: 1	Century Station Lobby and Kenneth Hall Auditorium, containing a public restroom. This is a high traffic area with a transient population. Contractor to provide daily cleaning 7 days a week.
CRDF Visiting	AM: 2 PM: 2 EM: 1	CRDF Visiting area and Visiting Booths. Contractor to provide daily cleaning 7 days a week, containing a public restroom and staff restroom.

Sheriff's Department Staffing and Facility Specification Sheet



Sheriff's Department Staffing and Facility Specification Sheet

REGION	FACILITY NO. 4
DEPARTMENT/FACILITY	MALIBU SHERIFF'S SUBSTATION
ADDRESS	23555 CIVIC CENTER WAY, MALIBU 90265

HOURS OF OPERATION	DAYS OF OPERATION: 7 DAYS
24 hours	Services Needed: Monday, Wednesday, Saturday (Mon, Wed, Sat)

CURRENT STAFFING	CUSTODIANS			SUPERVISOR		
	NO.	HOURS	SHIFT	NO.	HOURS	SHIFT
Day (Mon, Wed, Sat)	1	8	0800-1600			
FACILITY SPECIFICATIONS						
Gross Square Footage					29,053	
User Square Footage					5,818	
Staff in Building					20-60	
Approximate Number of Persons Entering/Exiting Building Per Month					600	
Number of Floors					1	
Number of Stairwells					0	
Number of Elevators					0	
Light Fixtures					100	
Number of Parking Lots					1 (Sheriff secured)	
Number of Detention/Holding Cells					4	
Total Number of Paper Towel Dispensers					7	
Total Number of Soap Dispensers					7	
Total Number of Sinks					9 (includes cells)	
Number of Kitchenettes					1	
Number of Restrooms (Including Jury rooms/Judges' chambers)					7 (includes cells)	
Number of Toilets					8 (includes cells)	
Number of Urinals					1	
Number of Showers					1	
RUBBISH/TRASH REMOVAL					15-20 containers	
WINDOW CLEANING						
Interior Windows			20	Exterior Windows (Maximum Height Requirement 16' 3")		10
Interior Partition Glass/Doors			2	(main lobby has storefront and security glass)		

Sheriff's Department Staffing and Facility Specification Sheet

Malibu Substation



**Sheriff's Department
Staffing and Facility Specification Sheet**

REGION	FACILITY NO. 5
DEPARTMENT/FACILITY	OLD SANTA CLARITA VALLEY STATION
ADDRESS	23740 MAGIC MOUNTAIN PARKWAY, SANTA CLARITA, 91355

HOURS OF OPERATION	DAYS OF OPERATION: 5 DAYS
24 hours	Services Needed: Monday, Wednesday, Saturday (Mon, Wed, Sat)

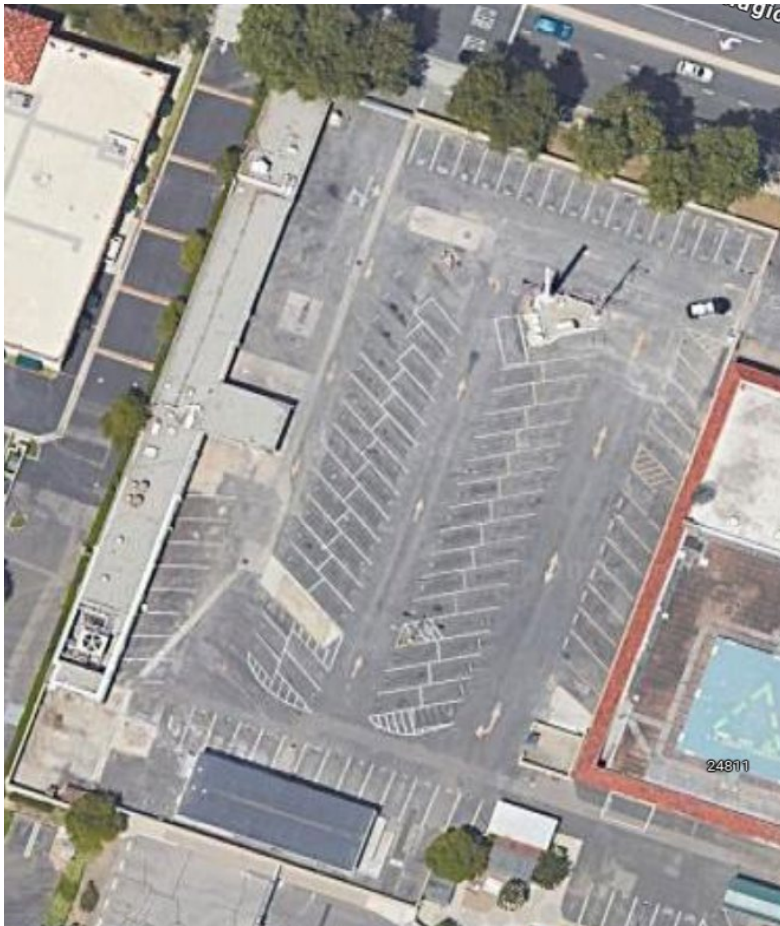
CURRENT STAFFING	CUSTODIANS			SUPERVISOR		
	NO.	HOURS	SHIFT	NO.	HOURS	SHIFT
Day (Mon, Wed, Sat)	1	8	0800-1600			
FACILITY SPECIFICATIONS						
Gross Square Footage					26,352	
User Square Footage (Partial Building + Trailer)					11075 + 1940 sq. ft,0	
Staff in Building + Trailer					20-60	
Approximate Number of Persons Entering/Exiting Building Per Month					1800 (employees walking in and out)	
Number of Floors					2 (ground and basement)	
Number of Stairwells in Building					2	
Number of Elevators					0	
Light Fixtures					200	
Number of Parking Lots (Visitor & Secured) Services to sweep and pick up trash 47,000 sq. ft. Visitor Parking 6,000sq.ft					2 (Public and Sheriff secured)	
Number of Detention/Holding Cells					11 (rated capacity of 48)	
Total Number of Paper Towel Dispensers					24	
Total Number of Soap Dispensers					18	
Total Number of Sinks					29 (includes cells)	
Number of Kitchen Areas					1	
Number of Kitchenettes					2 (Building + Trailer)	
Number of Restrooms (Including Jury rooms/Judges' chambers)					20 (includes cells)	
Number of Toilets					26 (includes cells)	
Number of Urinals					7	
Number of Showers					3	
RUBBISH/TRASH REMOVAL					30-40 containers	
WINDOW CLEANING						
Interior Windows			30	Exterior Windows (Maximum Height Requirement 10')		23
Interior Partition Glass/Doors			3	(main lobby has storefront and security glass)		

**Sheriff's Department
Staffing and Facility Specification Sheet**

Old Santa Clarita – Trailer



Old Santa Clarita – Secured Parking Lot



**Sheriff's Department
Staffing and Facility Specification Sheet**

Old Santa Clarita – Station Office



Sheriff's Department Staffing and Facility Specification Sheet

REGION	FACILITY NO. 6
DEPARTMENT/FACILITY	UNIVERSAL SHERIFF'S SUBSTATION
ADDRESS	3900 LANKERSHIM, BLDG 7572 UNIVERSAL CITY, LOS ANGELES, 91608

HOURS OF OPERATION	DAYS OF OPERATION: 7 DAYS
24 hours	Services Needed: Monday, Wednesday, Saturday (Mon, Wed, Sat)

CURRENT STAFFING	CUSTODIANS			SUPERVISOR		
	NO.	HOURS	SHIFT	NO.	HOURS	SHIFT
Day (Mon, Wed, Sat)	1	8	0800-1600			
FACILITY SPECIFICATIONS						
Gross Square Footage					14,424	
User Square Footage					1,931 (temp holding, report writing and armory areas only)	
Staff in Building					20-60	
Approximate Number of Persons Entering/Exiting Building Per Month					600	
Number of Floors					0	
Number of Stairwells					0	
Number of Elevators					0	
Light Fixtures					21	
Number of Parking Lots					2	
Number of Detention/Holding Cells					2	
Total Number of Paper Towel Dispensers					2	
Total Number of Soap Dispensers					2	
Total Number of Sinks					4	
Number of Kitchenettes					1	
Number of Restrooms (Including Jury rooms/Judges' chambers)					2	
Number of Toilets					2	
Number of Urinals					0	
Number of Showers					0	
RUBBISH/TRASH REMOVAL					5-10 containers	
WINDOW CLEANING						
Interior Windows			16	Exterior Windows (Maximum Height Requirement 7')		2
Interior Partition Glass/Doors						

Sheriff's Department Staffing and Facility Specification Sheet

Universal Substation



PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICES	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Paragraph 2.0 (Days and Hours of Work)	Contractor must provide 24/7 Services in accordance with the days and hours of operations.	Inspection & Observation	\$100 per occurrence
SOW: Paragraph 3.1.9 General Custodial Services (Work Requirements)	Contractor's employees and/or sub-contractors are prohibited from bringing the following into any of the Facilities: <ul style="list-style-type: none"> a. Visitors, b. Any cellular telephones or devices, cameras or video or audio recording equipment, c. Any form of weapons or contraband, and/or, d. Any alcohol or drugs or be under the influence of alcohol/drugs. 	Inspection & Observation	\$500 per occurrence
SOW: Paragraph: 3.1.10 General Custodial Services (Work Requirements)	Contractor and Contractor's employees and/or subcontractor(s) must not conduct nor allow to be conducted, tours or other unauthorized visits by any person not previously approved by County Project Director.	Inspection & Observation	\$300 per occurrence
SOW: Paragraph: 7.1.3 & 7.1.4 (Contractor Employees)	Contractor is required to provide all labor, uniforms with the company logo, badges, supervision, management, and any other goods and/or services that may be needed for the provision of Services.	Inspection & Observation	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICES	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Paragraph: 7.3 (Special Training Requirements)	Contractor must provide training as described in Contractor's Training and Safety program, including Infection Control, Public Safety (fire, electrical, disaster), Employee right-to-know (hazards and other OSHA risks associated with provision of services) and the Health Insurance Portability and Accountability Act (HIPAA).	Provide written documentation	\$100 per day, until written documentation is received
SOW: Paragraph: 7.4.1 (Approval of Contractor's Employees)	County's approval of employees.	Inspection & Observation	\$100 per occurrence
SOW: Paragraph: 7.4.3 (Approval of Contractor's Employees)	All Contractor's staff must undergo and pass background checks prior to performing Services under the Contract.	Inspection & Observation	\$100 per occurrence
SOW: Paragraph: 7.4.8 (Approval of Contractor's Subcontractors)	Contractor must obtain the County's written approval prior to subcontracting any of its Work requirements.	Inspection & Observation	\$100 per occurrence; possible termination for default of Contract
SOW: Paragraph: 7.6.2 (Contractor Maintenance of County-Furnished Equipment)	Contractor is responsible for all keys issued to its employees. At no time are the keys to be duplicated by Contractor or taken home.	Inspection & Observation	\$100 per lost key/keycard. Contractor pays for rekeying of facility due to lost keys

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.2 Contractor's Project Manager and SOW 7.2.2	Provide a Project Manager accessible during all hours of shift coverage, including holidays. Notify County of changes to Project Manager.	Inspection & Observation	\$100 per day, per infraction until corrected
Contract: Paragraph 7.3 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	\$100 per day, per infraction until corrected
Contract: Subparagraph 7.4.3 Custodial Personnel	Removal of employee immediately upon County	Inspection and Observation	\$100 per day, per infraction until corrected
Contract: Paragraph 7.4 and SOW Section 7.4.1 Contractor to ensure all Contractor's Staff ID Badges	Employees wear County ID badges. Contract employees may not work at a County Facility until background and badging are completed.	Inspection and Observation	\$100 per day, per infraction until corrected
Contract: Paragraph 7.4.2 Contractor's Staff Identification/ ISD ID Badges	Contractor to return an employee's County ID badge to the County's Project Manager on the next business day after the employee has terminated employment or is removed from working at a County facility.	Inspection and Observation	\$100 per badge not returned
Contract: Paragraph 7.4.3 Contractor's Staff Identification/ County ID Badges	If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County ID badge at the time of removal from working on the Contract.	Inspection and Observation	\$100 per badge not returned
Contract: Paragraph 7.5.1 Background and Security Investigations	Contractor's staff must pass background checks. Fees at expense of Contractor.	Inspection and Observation	\$100 per day, per infraction until corrected
Contract: Paragraph 7.5.2 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County Facilities and shall be removed from County facilities.	Inspection and Observation	\$100 per day, per infraction until corrected

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 8.24 General Insurance Requirements	Compliance with Contract Insurance Requirements.	Receipt of document	\$100 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.34 Notices	Contractor to submit notices of changes in office information to County.	Receipt of document	\$100 per notice not made
Contract: Paragraph 8.38 Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Subparagraph 8.38.	Inspection of files	\$100 per occurrence; possible termination for default of contract.
Contract: Paragraph 8.40 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
Contract: Paragraph 9.1 Contractor's Compliance with Living Wage	Contractor to be in compliance with County's Living Wage Program.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract.
Contract: Subparagraph 9.6 Contractor's Compliance with Advancing High Road Jobs Initiative	Contractor to be in compliance with County's High Road Jobs Initiative.	Semi-annual Report	\$100 per occurrence; possible termination for default of contract.

[illegible]

PRICING SCHEDULE
REGION 23

Exhibit B

FAC. NO.	BIS No.	FACILITY LOCATION	ADDRESS	CITY	MONTHLY COST EFFECTIVE 01/01/2026	MONTHLY COST EFFECTIVE 01/01/2027	MONTHLY COST EFFECTIVE 01/01/2028	MONTHLY COST EFFECTIVE 01/01/2029 AND BEYOND
1		Sheriff/ Twin Towers Correctional Facility (TTCF)	450 Bauchet St.	Los Angeles				
		General Custodial Services Provided within Hours/Days of Operation			\$ 75,498.93	\$ 77,763.90	\$ 80,096.82	\$ 82,499.72
		a. Module Floors and Inmate Cells (Paragraph 3.3 to the SOW)			\$ 30,199.57	\$ 31,105.56	\$ 32,038.73	\$ 32,999.89
		b. B-Interior (Paragraph 3.4 to the SOW)			\$ 4,529.94	\$ 4,665.83	\$ 4,805.81	\$ 4,949.98
		c. Building Entrances, Lobbies, and Hallways- Exterior, as applicable (Paragraph 3.5 to the SOW)			\$ 3,774.95	\$ 3,888.19	\$ 4,004.84	\$ 4,124.99
		d. Restrooms (Private and Public) and Showers (Paragraph 3.6 to the SOW)			\$ 18,119.74	\$ 18,663.34	\$ 19,223.24	\$ 19,799.93
		e. Offices, Conference Rooms and Control Booths (Paragraph 3.7 to the SOW)			\$ 11,324.84	\$ 11,664.58	\$ 12,014.52	\$ 12,374.96
		f. Exam Rooms, as applicable (Paragraph 3.8 to the SOW)			\$ 3,019.96	\$ 3,110.56	\$ 3,203.87	\$ 3,299.99
		g. Lunchrooms, Eating and Vending Areas (Excludes area operated by vendor or food preparation area), as applicable (Paragraph 3.9 to the SOW)			\$ 4,529.94	\$ 4,665.83	\$ 4,805.81	\$ 4,949.98
				TOTAL	\$ 75,498.93	\$ 77,763.90	\$ 80,096.82	\$ 82,499.72
2		Sheriff/ Inmate Reception Center (IRC)	450 Bauchet St.	Los Angeles				
		General Custodial Services Provided within Hours/Days of Operation			\$ 83,801.36	\$ 86,315.40	\$ 88,904.86	\$ 91,572.01
		a. Module Floors and Inmate Cells (Paragraph 3.3 to the SOW)			\$ 29,330.48	\$ 30,210.39	\$ 31,116.70	\$ 32,050.20
		b. B-Interior (Paragraph 3.4 to the SOW)			\$ 5,028.08	\$ 5,178.92	\$ 5,334.29	\$ 5,494.32
		c. Building Entrances, Lobbies, and Hallways- Exterior, as applicable (Paragraph 3.5 to the SOW)			\$ 4,190.07	\$ 4,315.77	\$ 4,445.24	\$ 4,578.60
		d. Restrooms (Private and Public) and Showers (Paragraph 3.6 to the SOW)			\$ 20,112.33	\$ 20,715.70	\$ 21,337.17	\$ 21,977.28
		e. Offices, Conference Rooms and Control Booths (Paragraph 3.7 to the SOW)			\$ 14,246.23	\$ 14,673.62	\$ 15,113.83	\$ 15,567.24
		f. Exam Rooms, as applicable (Paragraph 3.8 to the SOW)			\$ 4,190.07	\$ 4,315.77	\$ 4,445.24	\$ 4,578.60
		g. Lunchrooms, Eating and Vending Areas (Excludes area operated by vendor or food preparation area), as applicable (Paragraph 3.9 to the SOW)			\$ 6,704.11	\$ 6,905.23	\$ 7,112.39	\$ 7,325.76
				TOTAL	\$ 83,801.36	\$ 86,315.40	\$ 88,904.86	\$ 91,572.01
3		Sheriff/ Century Regional Detention Center (CRDF)	11705 S. Alameda St.	Lynwood				
		General Custodial Services Provided within Hours/Days of Operation			\$ 101,193.40	\$ 104,229.20	\$ 107,356.08	\$ 110,576.76

PRICING SCHEDULE REGION 23								
		a. Module Floors and Inmate Cells (Paragraph 3.3 to the SOW)			\$ 40,477.36	\$ 41,691.68	\$ 42,942.43	\$ 44,230.71
		b. B-Interior (Paragraph 3.4 to the SOW)			\$ 6,071.60	\$ 6,253.75	\$ 6,441.36	\$ 6,634.61
		c. Building Entrances, Lobbies, and Hallways- Exterior, as applicable (Paragraph 3.5 to the SOW)			\$ 5,059.67	\$ 5,211.46	\$ 5,367.80	\$ 5,528.84
		d. Restrooms (Private and Public) and Showers (Paragraph 3.6 to the SOW)			\$ 23,274.48	\$ 23,972.72	\$ 24,691.90	\$ 25,432.66
		e. Offices, Conference Rooms and Control Booths (Paragraph 3.7 to the SOW)			\$ 14,167.08	\$ 14,592.09	\$ 15,029.85	\$ 15,480.75
		f. Exam Rooms, as applicable (Paragraph 3.8 to the SOW)			\$ 4,047.74	\$ 4,169.17	\$ 4,294.24	\$ 4,423.07
		g. Lunchrooms, Eating and Vending Areas (Excludes area operated by vendor or food preparation area), as applicable (Paragraph 3.9 to the SOW)			\$ 8,095.47	\$ 8,338.34	\$ 8,588.49	\$ 8,846.14
				TOTAL	\$ 101,193.40	\$ 104,229.20	\$ 107,356.08	\$ 110,576.76
4		Malibu Sheriff's Substation	23555 Civic Center Way	Malibu				
		General Custodial Services Provided within Hours/Days of Operation			\$ 3,557.64	\$ 3,664.37	\$ 3,774.30	\$ 3,887.53
		a. Module Floors and Inmate Cells (Paragraph 3.3 to the SOW)			\$ 533.65	\$ 549.66	\$ 566.15	\$ 583.13
		b. B-Interior (Paragraph 3.4 to the SOW)			\$ 284.61	\$ 293.15	\$ 301.94	\$ 311.00
		c. Building Entrances, Lobbies, and Hallways- Exterior, as applicable (Paragraph 3.5 to the SOW)			\$ 249.03	\$ 256.51	\$ 264.20	\$ 272.13
		d. Restrooms (Private and Public) and Showers (Paragraph 3.6 to the SOW)			\$ 711.53	\$ 732.87	\$ 754.86	\$ 777.51
		e. Offices, Conference Rooms and Control Booths (Paragraph 3.7 to the SOW)			\$ 1,423.06	\$ 1,465.75	\$ 1,509.72	\$ 1,555.01
		f. Exam Rooms, as applicable (Paragraph 3.8 to the SOW)			\$ 142.31	\$ 146.57	\$ 150.97	\$ 155.50
		g. Lunchrooms, Eating and Vending Areas (Excludes area operated by vendor or food preparation area), as applicable (Paragraph 3.9 to the SOW)			\$ 213.46	\$ 219.86	\$ 226.46	\$ 233.25
				TOTAL	\$ 3,557.64	\$ 3,664.37	\$ 3,774.30	\$ 3,887.53
5		Old Santa Clarita Valley Station/Adjacent Trailer	23740 Magic Mountain Parkway	Santa Clarita				
		General Custodial Services Provided within Hours/Days of Operation			\$ 3,557.64	\$ 3,664.37	\$ 3,774.30	\$ 3,887.53
		a. Module Floors and Inmate Cells (Paragraph 3.3 to the SOW)			\$ 533.65	\$ 549.66	\$ 566.15	\$ 583.13
		b. B-Interior (Paragraph 3.4 to the SOW)			\$ 284.61	\$ 293.15	\$ 301.94	\$ 311.00
		c. Building Entrances, Lobbies, and Hallways- Exterior, as applicable (Paragraph 3.5 to the SOW)			\$ 249.03	\$ 256.51	\$ 264.20	\$ 272.13
		d. Restrooms (Private and Public) and Showers (Paragraph 3.6 to the SOW)			\$ 711.53	\$ 732.87	\$ 754.86	\$ 777.51
		e. Offices, Conference Rooms and Control Booths (Paragraph 3.7 to the SOW)			\$ 1,351.90	\$ 1,392.46	\$ 1,434.23	\$ 1,477.26
		f. Exam Rooms, as applicable (Paragraph 3.8 to the SOW)			\$ 177.88	\$ 183.22	\$ 188.72	\$ 194.38

PRICING SCHEDULE REGION 23											
	g. Lunchrooms, Eating and Vending Areas (Excludes area operated by vendor or food preparation area), as applicable (Paragraph 3.9 to the SOW)			\$	249.03	\$	256.51	\$	264.20	\$	272.13
			TOTAL	\$	3,557.64	\$	3,664.37	\$	3,774.30	\$	3,887.53

6		Universal Sheriff's Substation	3900 Lankershim, Bldg 7572 Universal City	Los Angeles								
		General Custodial Services Provided within Hours/Days of Operation			\$	3,557.64	\$	3,664.37	\$	3,774.30	\$	3,887.53
		a. Module Floors and Inmate Cells (Paragraph 3.3 to the SOW)			\$	498.07	\$	513.01	\$	528.40	\$	544.25
		b. B-Interior (Paragraph 3.4 to the SOW)			\$	284.61	\$	293.15	\$	301.94	\$	311.00
		c. Building Entrances, Lobbies, and Hallways- Exterior, as applicable (Paragraph 3.5 to the SOW)			\$	284.61	\$	293.15	\$	301.94	\$	311.00
		d. Restrooms (Private and Public) and Showers (Paragraph 3.6 to the SOW)			\$	640.38	\$	659.59	\$	679.37	\$	699.76
		e. Offices, Conference Rooms and Control Booths (Paragraph 3.7 to the SOW)			\$	1,423.06	\$	1,465.75	\$	1,509.72	\$	1,555.01
		f. Exam Rooms, as applicable (Paragraph 3.8 to the SOW)			\$	142.31	\$	146.57	\$	150.97	\$	155.50
		g. Lunchrooms, Eating and Vending Areas (Excludes area operated by vendor or food preparation area), as applicable (Paragraph 3.9 to the SOW)			\$	284.61	\$	293.15	\$	301.94	\$	311.00
						TOTAL	\$	3,557.64	\$	3,664.37	\$	3,774.30
				GRAND TOTAL	\$	271,166.62	\$	279,301.62	\$	287,680.67	\$	296,311.09

ADDITIONAL SERVICES							
SERVICE							
			RATE EFFECTIVE 01/01/2026	RATE EFFECTIVE 01/01/2027	RATE EFFECTIVE 01/01/2028	RATE EFFECTIVE 01/01/2029 AND BEYOND	
Emergencies or Call Back Work			70.75	73.58	77.26	81.13	per hour
Special Events/Programs			70.75	73.58	77.26	81.13	per hour
Facility Additions - Staffing			47.17	49.06	51.51	54.08	per hour
Custodian			47.17	49.06	51.51	54.08	per hour
Principal Custodian			47.17	49.06	51.51	54.08	per hour
Supervisor			55.6	58.87	61.81	64.9	per hour
Carpet & Floor Care as needed			0.30	0.32	0.33	0.35	per square foot
Cleaning When Someone is Sick as needed			70.75	73.58	77.26	81.13	per square foot (over 2000 sq ft)

NOTES

Contractor's rates shall be fully burdened; including supplies, equipment, and PPE.

Effective January 1, 2026 the Living Wage rate is adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area the 12-month period preceding July 1 of each year.

STAFFING AND FACILITY SPECIFICATION SHEET

(Attached to SOW)

COUNTY'S ADMINISTRATION

FACILITY: 1 TTCECONTRACT NO. [Click or tap here to enter text.](#)**COUNTY'S PROJECT DIRECTOR:**

Name: George Bernal
Title: Captain
Address: 450 Bauchet Street
Los Angeles, CA 90012
Telephone: (213) 893-5037
E-mail Address: gsbernal@lasd.org

COUNTY'S PROJECT MANAGER:

Name: Christopher Lewis
Title: Sergeant
Address: 450 Bauchet Street
Los Angeles, CA 90012
Telephone: (213) 893-5189
E-mail Address: cjlewis@lasd.org

COUNTY'S CONTRACT ANALYST:

Name: Rodrigo Mojarro
Address: 211 W. Temple Street
Los Angeles, California 90012
Telephone: 213-229-3271
E-mail Address: rmojarro@lasd.org

COUNTY'S CONTRACT COMPLIANCE MANAGER:

Name: Alesia Fuller
Address: 211 W. Temple Street
Los Angeles, California 90012
Telephone: 213-229-3254
E-mail Address: awfuller@lasd.org

COUNTY'S PROJECT MONITOR:

Name: Various
Title: [Click or tap here to enter text.](#)
Address: [Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)
Telephone: [Click or tap here to enter text.](#)
E-mail Address: [Click or tap here to enter text.](#)

COUNTY'S ADMINISTRATION

FACILITY: 2 IRCCONTRACT NO. [Click or tap here to enter text.](#)**COUNTY'S PROJECT DIRECTOR:**

Name: Karen Solis
Title: Captain
Address: 450 Bauchet Street
Los Angeles, CA 90012
Telephone: (213) 893-5165
E-mail Address: klsolis@lasd.org

COUNTY'S PROJECT MANAGER:

Name: Sandra Patino
Title: Sergeant
Address: 450 Bauchet Street
Los Angeles, CA 90012
Telephone: (213) 893-5262
E-mail Address: sipatino@lasd.org

COUNTY'S CONTRACT ANALYST:

Name: Rodrigo Mojarro
Address: 211 W. Temple Street
Los Angeles, California 90012
Telephone: 213-229-3271
E-mail Address: rmojarro@lasd.org

COUNTY'S CONTRACT COMPLIANCE MANAGER:

Name: Alesia Fuller
Address: 211 W. Temple Street
Los Angeles, California 90012
Telephone: 213-229-3254
E-mail Address: awfuller@lasd.org

COUNTY'S PROJECT MONITOR:

Name: Various
Title: [Click or tap here to enter text.](#)
Address: [Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)
Telephone: [Click or tap here to enter text.](#)
E-mail Address: [Click or tap here to enter text.](#)

COUNTY'S ADMINISTRATION

FACILITY: 3 CRDFCONTRACT NO. Click or tap here to enter text.**COUNTY'S PROJECT DIRECTOR:**

Name: Daniel W. Martin
Title: Captain
Address: 11705 S. Alameda Street
Los Angeles, CA 90262
Telephone: (323) 568-4601
E-mail Address: DWMartin@lasd.org

COUNTY'S PROJECT MANAGER:

Name: Francine N. Rizzio
Title: Lieutenant
Address: 11705 S. Alameda Street
Los Angeles, CA 90262
Telephone: (323) 568-4727
E-mail Address: FNRizzio@lasd.org

COUNTY'S CONTRACT ANALYST:

Name: Rodrigo Mojarro
Address: 211 W. Temple Street
Los Angeles, California 90012
Telephone: 213-229-3271
E-mail Address: rmojarro@lasd.org

COUNTY'S CONTRACT COMPLIANCE MANAGER:

Name: Alesia Fuller
Address: 211 W. Temple Street
Los Angeles, California 90012
Telephone: 213-229-3254
E-mail Address: awfuller@lasd.org

COUNTY'S PROJECT MONITOR:

Name: Various
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

COUNTY'S ADMINISTRATION

FACILITY: 4 MALIBUCONTRACT NO. Click or tap here to enter text.**COUNTY'S PROJECT DIRECTOR:**

Name: Dustin Carr
Title: Acting Captain
Address: 27050 Agoura Road
Agoura Hills, CA 91301
Telephone: 310-855-8850
E-mail Address: dacarr@lasd.org

COUNTY'S PROJECT MANAGER:

Name: Christopher Soderlund
Title: Sergeant
Address: 27050 Agoura Road
Agoura Hills, CA 91301
Telephone: 818-878-1808
E-mail Address: casoder@lasd.org

COUNTY'S CONTRACT ANALYST:

Name: Rodrigo Mojarro
Address: 211 W. Temple Street
Los Angeles, California 90012
Telephone: 213-229-3271
E-mail Address: rmojarro@lasd.org

COUNTY'S CONTRACT COMPLIANCE MANAGER:

Name: Alesia Fuller
Address: 211 W. Temple Street
Los Angeles, California 90012
Telephone: 213-229-3254
E-mail Address: awfuller@lasd.org

COUNTY'S PROJECT MONITOR:

Name: Various
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

COUNTY'S ADMINISTRATION

FACILITY: 5 OLD SCVSCONTRACT NO. Click or tap here to enter text.

COUNTY'S PROJECT DIRECTOR:

Name: Jennifer Fang
Title: Acting Bureau Director
Address: 4700 Ramona Blvd. 4th Floor
Monterey Park, CA 91754
Telephone: 323-526-5756
E-mail Address: jlfang@lasd.org

COUNTY'S PROJECT MANAGER:

Name: Derrick White
Title: Lieutenant
Address: 11515 South Colima Road
Whittier, CA 90604
Telephone: 661-291-2715
E-mail Address: dmwhite@lasd.org

COUNTY'S CONTRACT ANALYST:

Name: Rodrigo Mojarro
Address: 211 W. Temple Street
Los Angeles, California 90012
Telephone: 213-229-3271
E-mail Address: rmojarro@lasd.org

COUNTY'S CONTRACT COMPLIANCE MANAGER:

Name: Alesia Fuller
Address: 211 W. Temple Street
Los Angeles, California 90012
Telephone: 213-229-3254
E-mail Address: awfuller@lasd.org

COUNTY'S PROJECT MONITOR:

Name: Various
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

COUNTY'S ADMINISTRATION

FACILITY: 6 UNIVERSALCONTRACT NO. Click or tap here to enter text.**COUNTY'S PROJECT DIRECTOR:**

Name: Jennifer Fang
Title: Acting Bureau Director
Address: 4700 Ramona Blvd. 4th Floor
Monterey Park, CA 91754
Telephone: 323-526-5756
E-mail Address: jlfang@lasd.org

COUNTY'S PROJECT MANAGER:

Name: Christopher Chung
Title: Deputy
Address: 780 N. San Vicente Blvd.
West Hollywood, CA 90069
Telephone: 310-855-0850
E-mail Address: chchung@lasd.org

COUNTY'S CONTRACT ANALYST:

Name: Rodrigo Mojarro
Address: 211 W. Temple Street
Los Angeles, California 90012
Telephone: 213-229-3271
E-mail Address: rmojarro@lasd.org

COUNTY'S CONTRACT COMPLIANCE MANAGER:

Name: Alesia Fuller
Address: 211 W. Temple Street
Los Angeles, California 90012
Telephone: 213-229-3254
E-mail Address: awfuller@lasd.org

COUNTY'S PROJECT MONITOR:

Name: Various
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

CONTRACTORS ADMINISTRATION

CONTRACTOR'S NAME: UNISERVE Facilities Services

CONTRACT NO.: [Click or tap here to enter text.](#)

CONTRACTOR'S PROJECT MANAGER:

Name: Miguel Terriquez
Title: Area Manager
Address: 2363 South Atlantic Blvd
Commerce, CA 90040
Telephone: 213-533-1000
E-mail Address: mterriquez@uniservecorp.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Anthony Santana
Title: COO
Address: 2363 South Atlantic Blvd
Commerce, CA 90040
Telephone: 213-533-1000
E-mail Address: asantana@uniservecorp.com

Name: Eugene Hwang
Title: Managing Director
Address: 2363 South Atlantic Blvd
Commerce, CA 90040
Telephone: 213-533-1000
E-mail Address: ehwang@uniservecorp.com

NOTICES TO CONTRACTOR:

Name: Anthony Santana
Title: COO
Address: 2363 South Atlantic Blvd
Commerce, CA 90040
Telephone: 213-533-1000
E-mail Address: asantana@uniservecorp.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: UNISERVE Facilities Services Contract No. _____GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: DATE: 06/13/2025PRINTED NAME: Eugene HwangPOSITION: Managing Director

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____ (Name of Owner or Company Representative) _____ (Title)

Do hereby state:

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

CHARITABLE CONTRIBUTIONS CERTIFICATION

UNISERVE Facilities Services

Company Name

2363 South Atlantic Blvd, Commerce, CA 90040

Address

95-3056328

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

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

Signature:



Date:

06/13/2025

Printed Name:

Eugene Hwang

Title:

Managing Director

FACILITY LISTING BY SUPERVISORIAL DISTRICT

	FACILITY NAME	ADDRESS	CITY	SUPERVISORIAL DISTRICT
1	Twin Towers Correctional Facility (TTCF)	450 Bauchet St.	Los Angeles	1
2	Inmate Reception Center (IRC)	450 Bauchet St.	Los Angeles	1
3	Century Regional Detention Center (CRDF)	11705 S. Alameda St.	Lynwood	4
4	Malibu Sheriff's Substation	23555 Civic Center Way	Malibu	3
5	Old Santa Clarita Valley Station	23740 Magic Mountain Parkway	Santa Clarita	5
6	Universal Sheriff's Substation	3900 Lankershim, Bldg 7572 Universal City	Los Angeles	5

Cost Summary Table				
Facility Name	Year 1 Monthly Costs (Effective 01/01/2026)	Year 2 Monthly Costs (Effective 01/01/2027)	Year 3 Monthly Costs (Effective 01/01/2028)	Year 4 Monthly Costs (Effective 01/01/2029 and Beyond)
Sheriff/ Twin Towers Correctional Facility (TTCF)	\$75,498.93	\$77,763.90	\$80,096.82	\$82,499.72
Sheriff/ Inmate Reception Center (IRC)	\$83,801.36	\$86,315.40	\$88,904.86	\$91,572.01
Sheriff/ Century Regional Detention Center (CRDF)	\$101,193.40	\$104,229.20	\$107,356.08	\$110,576.76
Malibu Sheriff's Substation	\$3,557.64	\$3,664.37	\$3,774.30	\$3,887.53
Old Santa Clarita Valley Station/Adjacent Trailer	\$3,557.64	\$3,664.37	\$3,774.30	\$3,887.53
Universal Sheriff's Substation	\$3,557.64	\$3,664.37	\$3,774.30	\$3,887.53
Monthly Contract Totals	\$271,166.62	\$279,301.61	\$287,680.67	\$296,311.08
Annual Contract Totals	\$3,253,999.39	\$3,351,619.36	\$3,452,168.00	\$3,555,733.01
Initial Term Contract Sum (3 years)	\$ 10,057,786.75			
Aggregate Contract Sum (6 years + 6 months)	\$ 22,502,852.28			

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (Region 23) -
FISCAL YEAR 2025-2026

CONTRACTOR COSTS ⁽¹⁾					COUNTY AVOIDABLE COSTS									
CLASSIFICATION / SERVICES	EFFECTIVE FTEs	ANNUAL SALARY COSTS ⁽²⁾	ANNUAL EMPLOYEE BENEFIT COSTS ⁽³⁾	TOTAL ANNUAL LABOR COSTS	ITEM NO	CLASSIFICATION ⁽⁴⁾	PROPOSED STAFFING ⁽⁵⁾	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH ⁽⁶⁾	(a) ANNUAL SALARIES ⁽⁷⁾	(b) TOP STEP VARIANCE (a)x95.3657%	(c) EMPLOYEE BENEFITS ⁽⁷⁾ (b)x49.132%	(d) BONUS ALLOWANCE ⁽⁸⁾	TOTAL ANNUAL SAEs (b)+(c)+(d)
Region 23					Region 23									
Supervisor	5.60	\$ 268,164.96			6774 Custodian (Day)		16.80	20.04	21.00	\$ 1,019,682.72	\$ 972,427.56	\$ 477,773.11	\$ 6,300.00	\$ 1,456,500.67
Day Porter	31.20	\$ 1,364,322.00			6774 Custodian (Night)		21.20	25.28	26.00	\$ 1,262,464.32	\$ 1,203,957.94	\$ 591,528.61	\$ 53,144.00	\$ 1,848,630.55
Custodian	8.40	\$ 367,317.36			6776 Custodian Working Supv (Day) - Custodial Lead		4.40	5.25	6.00	\$ 317,545.92	\$ 302,829.89	\$ 148,796.38		\$ 451,616.27
					6776 Custodian Working Supv (Night) - Custodial Lead		2.80	3.34	4.00	\$ 211,697.28	\$ 201,889.59	\$ 99,190.92		\$ 6,976.00
					6790 Floorcare Specialist									\$ 308,053.51
	45.20	\$ 1,999,804.32					45.20	53.91	57.00	2,811,390.24	2,681,101.98	1,317,279.03	66,420.00	*****
ANNUAL LABOR COSTS					ANNUAL LABOR COSTS									
Region 23	\$	1,999,804.32	\$	132,387.02	Region 23					\$	2,681,101.98	\$	1,317,279.03	\$ 66,420.00
ANNUAL PAYROLL TAXES					ANNUAL SERVICES AND SUPPLIES COSTS									
Region 23			\$	626,798.08	Region 23									\$ -
ANNUAL INSURANCE					ANNUAL INDIRECT COSTS ⁽⁹⁾									\$ -
Region 23			\$	97,523.64	Region 23									
ANNUAL INDIRECT COST					TOTAL ESTIMATED AVOIDABLE COSTS									\$ 4,064,801.01
Region 23			\$	185,608.32	Region 23									
ANNUAL PROFIT ⁽¹⁰⁾					ONE-TIME START-UP COSTS ⁽¹¹⁾									
Region 23			\$	212,878.08	Region 23									\$ 39,615.42
TOTAL ESTIMATED CONTRACT COSTS			\$	3,253,999.46										
Region 23														

			\$	3,253,999.97	
COST SAVINGS ⁽¹²⁾			\$	(6.42)	rounding
TOTAL ESTIMATED AVOIDABLE COSTS:		Region 23	\$	4,064,801.01	
TOTAL ESTIMATED CONTRACT COSTS:			\$	3,253,999.46	
ESTIMATED SAVINGS FROM CONTRACTING ⁽¹³⁾			\$	810,801.55	
ESTIMATED SAVINGS PERCENTAGE:				19.95%	
TOTAL ESTIMATED ONE-TIME START-UP COSTS:			\$	39,615.42	

FOOTNOTES:

- (1) Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (April 1, 2021-March 31, 2026).
- (2) Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.
- (3) Annual amount is the total for employee benefits and payroll taxes reflected on the Budget Sheets.
- (4) Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor.
- (5) Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1744), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff.
- (6) Top step of annual salaries for County positions.
- (7) Department used the Auditor-Controller FY 2024-25 budgeted employee benefit rate of 67.722% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability (67.722-6.815-0.028-4.677-0.188) from the rate to arrive at an employee benefit rate of 56.014%. These amounts were deducted because they are not avoidable costs to the County.
- (8) Per MOU between the County and Bargaining Unit 201 - Custodians, Floorcare Specialists - receive an annual bonus of \$300 per year.
- (9) Per MOU between County and Bargaining Units 201 and 432 - Custodians and Custodian Working Supervisors, Custodian Supervisors and Floorcare Specialists are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 5pm and 8am) shifts. Department calculated the bonus for PWHs (1744). Number of positions x \$300 + (Number of positions x Annual PWHs x \$1 per hour) = night shift bonus. See Staffing Plan for details.
- (10) We will absorb the positions within our current management structure.
- (11) Contractor's Annual Profit represents approximately 7.00% of the annual contract cost.
- (12) Start-up costs consist of uniforms.
- (13) The Department calculated the estimated cost savings from contracting.
- (14) Actual contract savings may be higher or lower than estimated since LASD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.
- (15) Total includes the one-time cost of labor equipment listed under Annual Equipment Cost in the County Cost Breakdown.

A/C Footnote Revisions:

- (1) Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (January 1, 2026-December 31, 2026).
- (4) Proposed County staff classifications are generally consistent with the services outlined in the RFP. The Department indicated that they do not need a Floorcare Specialist for this contract. Custodians will be taking care of the floor care, and no specialized staffing is needed.
- (6) Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1744), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff.
- (8) Monthly salary rates are based on the maximum salaries listed in the Los Angeles County Class and Salary Listing as of 5/1/2025. We confirmed MOUs currently do not include any applicable COLAs. Top Step Variance Factor for FY 2024-25 is 95.3657%.
- (7) Department used the Auditor-Controller FY 2024-25 budgeted employee benefit rate of 60.080% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability (60.080-4.142-0.015-6.133-0.658) from the rate to arrive at an employee benefit rate of 49.132%. These amounts were deducted because they are not avoidable costs to the County. The IS EB rate was provided to us by the A-C's Cost Accounting Unit. FY 2025-26 EB rates will be available at the end of September.
- (8) Per MOUs between County and Bargaining Units 201 and 432, Custodians and Custodian Working Supervisors are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 5pm and 8am) shifts. Department calculated the bonus for PWHs (1744). Number of positions x \$300 + (Number of positions x Annual PWHs x \$1 per hour) = night shift bonus. See Staffing Plan for details.
- (11) Start-up costs consist of uniforms. There would be ongoing uniform replacement costs. However, these are expected to be minimal and would not significantly impact the overall cost-effectiveness of outsourcing custodial services.
- (14) The contractor is responsible only for providing labor and uniforms. Therefore, these are the only avoidable costs to the County.

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (Region 23) -
FISCAL YEAR 2026-2027

1744	25-26 Productive Work Hours (PWH)
0.49132	24-25 Budgeted EB (deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability)
0.953657	24-25 Top Step Variance

TOTAL ESTIMATED ONE-TIME START-UP COSTS: \$.

(1) Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (April 1, 2024-March 31, 2025).

- A-C Footnote Revisions:**

- [10] Sources: Contractor Staffing Plan and Cost Methodology, Budget Details and EIS Calculations. Costs are for the first year of the contract (January 1, 2020–December 31, 2020).
- [11] Proposed County's staffing is based on the staffing for the EIS. The Department indicated that the County will not need a Forensic Specialist for this contract. Contractors will be taking care of the full care, and no specialized staffing is needed.
- [12] Proposed Staffing is the same full TEs as the proposer. Department made adjustments to account for daylight shift positions, PWNs (1744), and redesigned partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would employ full-time staff.
- [13] Monthly salary rates are based on the maximum salaries listed in the Los Angeles County Civil and Salary Listing as of 5/1/2020. We confirmed MCOs currently do not include any applicable County (LA) Step Increase Factors for FY 2020-21 as 36.9567%.
- [14] Department used the following 2020-21 budgeted employee benefit rates: Social Security and Medicare (7.65%), Unemployment Insurance, Retiree Insurance, Disability (69.080-142.014/0.154-0.158) from the rate to arrive at employee benefit rate of 49.132%. These amounts were deducted because they are not available to the County. The SE EB rate was provided to us by the A-C's Cost Accounting Unit. FY 2020-21 EB rates will be available at the end of September.
- [15] For MCOs between Contractor and Bargaining Units 201 and 432, Outdoorsmen and Outdoorsman Workers Supervisors are entitled to an hourly bonus of \$1 per hour worked during evening (5B between 6pm and 11pm) or night (5B between 11pm and 6am) shifts. Department calculated the bonus for PWNs (1744). Number of positions x \$300 = number of positions x Annual PWNs x \$1 per hour = night shift bonus. See Staffing Plan for details.
- [16] For this contract, the County is responsible for providing all supplies, equipment (including small equipment), PPE & safety equipment, because contractors would require County approval for anything they wish to bring on-site. Therefore, the contractor is only responsible for providing the cleaning service and supplies. Only cost included is labor and uniforms.

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

PROP A COST ANALYSIS
PROP A CONTRACT SERVICES (Region 23) -
FISCAL YEAR 2027-2028

CONTRACTOR COSTS ⁽¹⁾					COUNTY AVOIDABLE COSTS										
CLASSIFICATION / SERVICES	EFFECTIVE FTEs	ANNUAL SALARY COSTS ⁽²⁾	ANNUAL EMPLOYEE BENEFIT COSTS ⁽³⁾	TOTAL ANNUAL LABOR COSTS	ITEM NO	CLASSIFICATION ⁽⁴⁾	PROPOSED STAFFING ⁽⁵⁾	PWH ADJUSTED TOTAL	STAFFING BASED ON PWH ⁽⁶⁾	(a) ANNUAL SALARIES ⁽⁷⁾	(b) TOP STEP VARIANCE (a)x95.3657%	(c) EMPLOYEE BENEFITS ⁽⁷⁾ (b)x49.132%	(d) BONUS ALLOWANCE ⁽⁸⁾	TOTAL ANNUAL SAEs (b)+(c)+(d)	
Region 23					Region 23										
Supervisor	5.60	\$ 284,496.12			6774 Custodian (Day)		16.80	20.04	21.00	\$ 1,019,682.72	\$ 972,427.56	\$ 477,773.11	\$ 6,300.00	\$ 1,456,500.67	
Day Porter	31.20	\$ 1,447,408.80			6774 Custodian (Night)		21.20	25.28	26.00	\$ 1,262,464.32	\$ 1,203,957.94	\$ 591,528.61	\$ 53,144.00	\$ 1,848,630.55	
Custodian	8.40	\$ 389,686.92			6776 Custodian Working Supv (Day) - Custodial Lead		4.40	5.25	6.00	\$ 317,545.92	\$ 302,829.89	\$ 148,796.38		\$ 451,616.27	
					6778 Custodian Working Supv (Night) - Custodial Lead		2.80	3.34	4.00	\$ 211,697.28	\$ 201,889.59	\$ 99,190.92	\$ 6,976.00	\$ 308,053.51	
					6780 Floorcare Specialist										
	45.20	\$ 2,121,591.84					45.20	53.91	57.00	2,811,390.24	2,681,101.98	1,317,279.03	66,420.00	*****	
ANNUAL LABOR COSTS					ANNUAL LABOR COSTS										
Region 23	\$	2,121,591.84	\$	140,449.44	Region 23					\$	2,681,101.98	\$	1,317,279.03	\$	4,064,801.01
ANNUAL PAYROLL TAXES					ANNUAL SERVICES AND SUPPLIES COSTS										
Region 23			\$	663,909.12	Region 23									\$	-
ANNUAL INSURANCE			\$	103,462.92	ANNUAL INDIRECT COSTS ⁽⁹⁾									\$	-
Region 23			\$	196,911.96	Region 23										
ANNUAL INDIRECT COST			\$	196,911.96	TOTAL ESTIMATED AVOIDABLE COSTS									\$	4,064,801.01
Region 23			\$	226,842.77	Region 23										
ANNUAL PROFIT ⁽¹⁰⁾			\$	3,452,168.05	ONE-TIME START-UP COSTS ⁽¹¹⁾									\$	-
Region 23			\$	3,452,168.05	Region 23										
TOTAL ESTIMATED CONTRACT COSTS			\$	3,452,168.05											
Region 23			\$	3,452,168.05											

COST SAVINGS ⁽¹²⁾	Region 23
TOTAL ESTIMATED AVOIDABLE COSTS:	\$ 4,064,801.01
TOTAL ESTIMATED CONTRACT COSTS:	\$ 3,452,168.05
ESTIMATED SAVINGS FROM CONTRACTING ⁽¹³⁾	\$ 612,632.96
ESTIMATED SAVINGS PERCENTAGE:	15.07%
TOTAL ESTIMATED ONE-TIME START-UP COSTS:	\$ -

FOOTNOTES:

- [1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (April 1, 2027-March 31, 2028).
- [2] Contractor Annual Salary Costs are based on hours and rates listed on the contractor's staffing plans and budget sheets.
- [3] Annual amount is the total for employee benefits and payroll taxes reflected on the Budget Sheets.
- [4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor.
- [5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1735), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff.
- [6] Top step of annual salaries for County positions.
- [7] Department used the Auditor-Controller FY 2024-25 budgeted employee benefit rate of 67.722% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability (67.722-6.615-0.028-4.677-0.168) from the rate to arrive at an employee benefit rate of 66.044%. These amounts were deducted because they are not avoidable costs to the County.
- [8] Per MOU between the County and Bargaining Unit 201 - Custodians, Floorcare Specialists - receive an annual bonus of \$300 per year.
- [9] Per MOU between County and Bargaining Unit 201 and 432, Custodians and Custodian Working Supervisors, Custodian Supervisors and Floorcare Specialists are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. Department calculated the bonus for PWH = (1735). Number of positions x \$300 + (Number of positions x Annual PWHs x \$1 per hour) = night shift bonus. See Staffing Plan for details.
- [9] We will absorb the positions within our current management structure.
- [10] Contractor's Annual Profit represents approximately 7.00% of the annual contract cost.
- [11] Start-up costs consist of uniforms.
- [12] The Department calculated the estimated cost savings from contracting.
- [13] Actual contract savings may be higher or lower than estimated since LASD may request additional as-needed services (e.g., emergencies, special events, etc.) during the contract period. Since these amounts are not guaranteed, they are not included in the estimates.
- [14] Total includes the one-time cost of large equipment listed under "Annual Equipment Cost" in the County Cost Breakdown.

A/C Footnote Revisions:

- [1] Sources: Contractor Staffing Plan and Cost Methodology, Budget Sheets and ISD Calculations. Costs are for the first year of the contract (January 1, 2029-December 31, 2029).
- [4] Proposed County staff classifications are generally consistent with the services outlined in the RFP. The classifications also appear to be equivalent to the type of staff used by the contractor. The Department indicated that they do not need a Floorcare Specialist for this contract. Custodians will be taking care of the floor care, and no specialized staffing is needed.
- [5] Proposed Staffing is the same total FTEs as the proposer. Department made adjustments to account for day/night shift positions, PWHs (1744), and reclassified partial positions (generally over 0.2) that resulted from these calculations as a full position, since the County would only employ full-time staff.
- [6] Monthly salary rates are based on the maximum salaries listed in the Los Angeles County Class and Salary Listing as of 5/1/2025. We confirmed MOUs currently do not include any applicable COLAs. Top Step Variance Factor for FY 2023-24 is 95.3657%.
- [8] Department used the Auditor-Controller FY 2024-25 budgeted employee benefit rate of 60.080% and deducted OPEB Contributions, Unemployment Insurance, Retiree Insurance, Disability (60.080-4.142-0.015-6.133-0.658) from the rate to arrive at an employee benefit rate of 49.132%. These amounts were deducted because they are not avoidable costs to the County. The IS EB rate was provided to us by the A/C's Cost Accounting Unit. FY 2025-26 EB rates will be available at the end of September.
- [8] Per MOUs between County and Bargaining Units 201 and 432, Custodians and Custodian Working Supervisors are entitled to an hourly bonus of \$1 per hour worked during evening (5/8 between 4pm and 11pm) or night (5/8 between 9pm and 8am) shifts. Department calculated the bonus for PWH = (1744). Number of positions x \$300 + (Number of positions x Annual PWHs x \$1 per hour) = night shift bonus. See Staffing Plan for details.
- [14] For this contract, the County is responsible for providing all supplies, equipment (including small equipment), PPE & safety equipment, because contractors would require County approval for anything they wish to bring onsite. Therefore, the contractor is only responsible for providing the cleaning service not the supplies. Only cost included is labor and uniforms.


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Kathy Gomez ▾

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⊕ Solicitation Detail

Solicitation Number:	GCS-10630-S		
Title:	CUSTODIAL SERVICES RFP # GCS-10630-S		
Department:	Internal Services Department		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	JANITORIAL/CUSTODIAL SERVICES		
Description:	The Los Angeles County Internal Services Department (ISD) is issuing this Request for Proposals (RFP) to solicit proposals for the ... More		
Open Day:	1/13/2025	Close Date:	3/3/2025 10:00:00 AM
Contact Name:	Kathy Gomez	Contact Phone:	(323) 607-1146
Contact Email:	kgomez@isd.lacounty.gov		
Last Changed On:	1/13/2025 5:03:33 PM		
Attachment File (12):	⊕ Click here to download attachment files.		

[Update \(/LACoBids/Admin/UpdateBid/NjM3NzY5MTEzMjUz\)](#)

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Community Business Enterprise (CBE) Program Information

Attachment 6

FIRM/ORGANIZATION INFORMATION*		3H & 3H, Inc	CCS Facility Services – Los Angeles, Inc	Dedicated Building Services, LLC	Kleen-Tech Services, LLC	Premier Property Preservation, LLC	Servicon Systems, Inc	UNISERVE Facilities Services Corporation	US Metro, Inc	Verde Facilities Services
BUSINESS STRUCTURE		Corporation	Corporation	LLC	LLC	LLC	Corporation	Corporation	Corporation	LLC
RACE/ETHNIC COMPOSITION										
OWNERS/PARTNERS/ ASSOCIATE PARTNERS	Black/African American	0	10	2	0	0	0	0	0	0
	Hispanic/Latino	0	18	0	0	0	1	0	0	2
	Asian or Pacific Islander	1	0	0	0	1	0	1	1	0
	Native Americans	0	0	0	0	0	0	0	0	0
	Subcontinent Asian	0	1	0	0	0	0	0	0	0
	White	0	25	0	1	0	7	0	0	0
Total # of Employees in California		0	1,615	358	150	188	1,964	650	51	177
Total # of Employees (including owners)		1,000	5,334	358	2,000	189	2,170	650	52	491
COUNTY CERTIFICATION										
CBE		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LSBE		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
OTHER COUNTY CERTIFICATION (SE OR DVBE) OR CERTIFYING AGENCY		n/a	n/a	SCMSDC: Minority	n/a	n/a	SE WBENC: Women	SE	Southern California Minority Supplier Development Council	n/a

On final analysis and consideration of award, vendor was selected without regard to race, creed or color.

Board Motions

1. August 9, 2022, [Implementing the Priority Strategies of the Equity in County Contracting Project Team Motion](#)
2. January 9, 2024, [Advancing High Road Jobs by Harnessing the County's Procurement Power as a Market Participant Motion](#)

Additional Information/Relevant
Correspondence

Contractor Employee Benefits

Company	Is the Company Unionized?	Current Hourly Wages/Wage Scales	Are Benefits Provided ?	Benefits Tier Level	Healthcare offered?	Healthcare 100% employer paid for FT emp and dependents?	Dental offered?	Retirement offered?	Paid Time off Offered?	Comments
Uniserve	N	LWO	Y	Other	Y/N*	N	N	N	5+ paid sick days 6+ paid holidays	Employees that participate in the Affordable Care Act Health Insurance pay 9.02% of their gross wages. Employees can also participate in an employer sponsored 401K plan.