



**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**REQUEST FOR PROPOSALS  
FOR  
SECURITY GUARD SERVICES  
RFP CDD #25-01**

**May 21, 2025**

Prepared By  
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Available on the Internet at  
<http://doingbusiness.lacounty.gov/>

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## 1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

<b>Request for Proposal (RFP) Release Date on or about</b>	May 21, 2025
<b>RFP Contact</b>	David Perez, ASM I SGS-RFP@dpss.lacounty.gov
<b>Solicitation Requirements Review Request Due</b>	June 5, 2025, by 5:00 p.m.
<b>Written questions due</b>	June 3, 2025, by 5:00 p.m.
<b>Recommended deadline to register for Mandatory Virtual Proposer's Conference</b>	June 5, 2025
<b>Mandatory Virtual Proposer's Conference</b>	June 9, 2025, at 9:00 a.m.
<b>Mandatory In-Person Site Visits</b>	June 9, 2025, @ 2:30 p.m. June 10, 2025, @ 9:30 a.m. and 3:00 p.m.
<b>Questions and Answers Released via Addendum</b>	On or about June 24, 2025
<b>Submission of Application for Exemption to Living Wage Program</b>	June 26, 2025
<b>Proposals Submission Deadline Due (Hard copy and electronic copy)</b>	July 7, 2025, by 12:00 p.m. (local time)
<b>Anticipated Contract Term</b>	*June 1, 2026 through June 30, 2029, plus two one-year option periods.
<b>Minimum Mandatory Requirements</b>	Refer to RFP Section 4.0, Minimum Mandatory Requirements, Subsection 4.1 through 4.11.

\* See paragraph 3.3.1 for additional details.

Proposers are advised that updates, including addenda, will be posted at the following County contracting website:

<https://doingbusiness.lacounty.gov/>

and at the following DPSS Contract Opportunities website:

<https://dpss.lacounty.gov/en/business/contracts.html>

## **2.0 INTRODUCTION**

- 2.1** The Los Angeles County (County) Department of Public Social Services (DPSS) is issuing this RFP to solicit proposals from private organizations interested in providing Security Guard Services at DPSS Facilities/Locations throughout Los Angeles County according to the staffing plan described in Appendix A, Sample Contract, Exhibit A, Statement of Work (SOW) and Attachment 2 of Exhibit A-1, SOW Attachments of this RFP. The Minimum Staffing Plan by Zone is made up of Armed Security Guard and Armed Protection Security Officer (PSO) classifications; however, the Minimum Staffing Plan by Zone is subject to change at the County's discretion. The County reserves the right to request the classification of Unarmed Security Guards in the future. The term Security Guard will apply to Armed Security Guards and Armed PSOs in this RFP. No joint venture proposal submissions will be accepted.
- 2.2** Proposer must have an office located in the County at the time of Contract award and demonstrate the capability to provide services as described in Appendix A, Sample Contract, Exhibit A, SOW and Attachment 2 of Exhibit A-1, SOW Attachments of this RFP.
- 2.3** Locations are grouped into two Sectors containing three (3) Zones each as specified in Exhibit A, SOW, Section 1.0, Scope of Work of this RFP. The North Sector includes Zones 1, 2, and 3. The South Sector includes Zones 4, 5, and 6. Security Guard Services are grouped by Zones to facilitate service delivery, support, training, and management under the Contract.
- 2.4** This RFP will result in two (2) contractors. A Proposer may submit up to two (2) proposals; however, proposers will only be awarded one contract. One proposer will be selected for the North Sector and one proposer will be selected for the South Sector.
- 2.5** Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and shall not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

## **3.0 PURPOSE**

### **3.1 Purpose of the RFP**

- 3.1.1** This RFP is designed to obtain proposals from qualified organizations (herein referred to as Proposers) who can provide Security Guard Services, utilizing Armed Security Guards and Armed PSOs in accordance with Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, to DPSS facilities throughout the County.

- 3.1.2** As the largest social service agency in the United States, DPSS provides services to one out of every three residents in the County and has a workforce of nearly 14,000 employees throughout the County at the locations listed in Appendix A, Sample Contract, Attachment 1, DPSS Locations and Addresses of Exhibit A-1, SOW Attachments of this RFP. DPSS customers typically include residents of the County in need of temporary financial assistance, food assistance, health care benefits, in-home care services and/or employment focused services, for single adults or families.
- 3.1.3** Proposers should describe their plan to provide Security Guard services at DPSS facilities throughout the County, as referenced in paragraph 3.1.2, that meets the unique needs of DPSS customers and the population served.
- 3.1.4** Proposals should describe innovative strategies to provide a secure environment for DPSS employees and its customers.

### **3.2 Statement of Work (SOW)**

Contractor will be expected to implement the requirements outlined in Appendix A, Sample Contract, Exhibit A, SOW, and Exhibit A-1, SOW Attachments of this RFP.

### **3.3 Sample Contract: County Terms and Conditions**

Contractor will be expected to implement the requirements outlined in Appendix A, Sample Contract of this RFP.

#### **3.3.1 Anticipated Contract Term**

The contract term is anticipated to be for a period of three (3) years with two one-year options to extend at the sole discretion of the County. The Contract is anticipated to commence on June 1, 2026, following Board of Supervisors' (Board) award. Should the contract be awarded to the incumbent contractor, there will be no 30-day transition period, and the Contract is anticipated to commence on July 1, 2026. Appendix A, Sample Contract, Section 4.0, provides additional information regarding the proposed term of the contract.

#### **3.3.2 Contract Rates**

- 3.3.2.1** The Contractor's rates will remain firm and fixed for the term of the contract and the option years.
- 3.3.2.2** Proposals submitted in response to the RFP must contain the rates for the Contract term and the option years. The

Proposer's rates and estimated hours will be set forth on the Pricing Schedule in Appendix B, Required Forms, Exhibit B-10 of this RFP.

- 3.3.2.3** The County may re-negotiate the Contract rates to be consistent with any County or State budget reductions should they occur.

### **3.3.3 Days of Operation**

The Contractor hours and days of operation may vary by Location. The hours and days are set forth on Appendix A, Sample Contract, Attachment 2, Minimum Staffing Plan by Zone, of Exhibit A-1, SOW Attachments of this RFP. The Contractor may be required to provide Security Guard Services on County-recognized holidays as specified in Exhibit A, SOW, Section 4.0, Hours and Days of Operation, Subsection 4.5, Holidays.

### **3.3.4 Indemnification and Insurance**

Contractor will be required to comply with the provisions contained in Appendix A, Sample Contract, Subsection 8.23, Indemnification. The Contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Sample Contract, Subsection 8.24, General Provisions for all Insurance Coverage, and 8.25, Insurance Coverage.

## **4.0 MINIMUM MANDATORY REQUIREMENTS**

Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A, SOW of this RFP are invited to submit proposal(s), provided the agency submitting the proposal meets the following minimum mandatory requirements at the time of proposal submission. DPSS reserves the right to seek clarification from agencies submitting proposal(s).

- 4.1** For the North Sector, proposers must have five (5) years' experience within the last seven (7) years providing Armed Security Guard Services and Armed Protection Security Officer Services equivalent or substantially similar to the services identified in Exhibit A, SOW, of this RFP and currently have a minimum aggregate total of at least 92 guards at all times.
- 4.2** For the South Sector, proposers must have five (5) years' experience within the last seven (7) years providing Armed Security Guard Services and Armed Protection Security Officer Services equivalent or substantially similar to the

services identified in Exhibit A, SOW, of this RFP and currently have a minimum aggregate total of at least 181 guards at all times.

- 4.3** Proposer must have at least one (1) assigned full-time Contractor Project Manager, with a minimum of three (3) years of experience within the last five (5) years providing security project management services equivalent or substantially similar to those required in this RFP. Proposer must submit resume and include references that verify this experience for the proposed Contractor Project Manager. The experience must be documented in Proposal, Section B.1. If the Contractor Project Manager has not been hired or identified, Proposer must include the complete job specifications for the position.
- 4.4** Proposer must have at least one (1) assigned full-time Contractor Contract Manager, with a minimum of three (3) years' experience within the last five (5) years providing contract management services equivalent or substantially similar to those required in this RFP. Proposer must submit resume and include references that verify this experience for the proposed Contractor Contract Manager. The experience must be documented in Proposal, Section B.1. If the Contractor Project Managers have not been hired or identified, Proposer must include the complete job specifications for the position.
- 4.5** Proposer must have at least three (3) assigned full-time Lead Supervisors, for the sector in which they are applying. The Lead Supervisor must have a minimum of two (2) years' experience within the last three (3) years providing security supervisor duties for Contractor equivalent to Lead Supervisor. The proposer must submit resumes and include references that verify this experience for the Lead Supervisors. The experience must be documented in Proposal, Section B.1. If the Lead Supervisors have not been hired or identified, Proposer must include the complete job specifications for the positions.
- 4.6** Proposer must have at least one (1) assigned full-time Contractor facility security assessment personnel with a minimum of four (4) years' experience within the last five (5) years providing security assessments and providing written recommendations equivalent or substantially similar to those required in this RFP. Proposer must submit resume and include references that verify this experience for the proposed Contractor facility security assessment personnel. The experience must be documented in Proposal, Section B.1. If the Contractor facility security assessment personnel has not been hired or identified, Proposer must include the complete job specifications for the position.
- 4.7** Proposer must have a valid and active California-issued private patrol operator license to perform the requested services.
- 4.8** Proposer must attend the Mandatory Virtual Proposers' Conference and the Mandatory In-person Site Visits, as specified in this RFP, Subsection 8.4,

Mandatory Virtual Proposers' Conference and Mandatory In-person Site Visits. Only those proposers who attend the Mandatory Virtual Proposers' Conference and the Mandatory In-person Site Visits will be provided with a link to view the various district office photos and fact sheets. Proposers will be required to sign in and out at the beginning and end of each office visit.

- 4.9** If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller (A-C), in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.
- 4.10** Proposal must be submitted by the proposal due date and time identified in RFP, Section 1.0, Solicitation Information and Minimum Mandatory Requirements.
- 4.11** Proposer must pass the County's review of the Proposer's financial capability. For a proposer to demonstrate that it will continue in business through the period of the contract and can finance the cost of adequate personnel and support requirements, Proposer must provide adequate documentation on the financial status of the firm as referenced in Section 8.0, Business Proposal Requirements and Evaluation, subparagraph 8.6.3.4, Financial Capability.

Minimum Mandatory Requirements 4.1 through 4.11 above must be addressed and submitted with the submitted Proposal. Failure to meet these Minimum Mandatory Requirements will result in a rejection of a proposal as explained in RFP, Section 8.0, Business Proposal Requirements and Evaluation, hereunder.

## **5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES**

### **5.1 Representations Made Prior to Contract Execution**

The County is not responsible for representations made by any of its officers or employees prior to the execution of the contract unless such understanding or representation is included in the contract.

### **5.2 Final Contract Award by the Board of Supervisors**

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

### **5.3 County's Option to Reject Proposals**

Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County will not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

### **5.4 County's Right to Amend Request for Proposals**

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addendum thereto. Such addendum will be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

### **5.5 Background and Security Investigations**

Background and security investigations of the contractor's staff will be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract, or as a condition for promotion to a supervisory position under the Contract, as described in Appendix A, Sample Contract, Subsection 7.7, Background and Security Investigations.

**5.5.1** Each of Contractor's staff performing services under this Contract, 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.

**5.5.2** If a member of the Contractor's staff does not pass the background investigation, the County may request that the member of the

Contractor's staff be removed immediately from performing services under the Contract. The Contractor must comply with the County's request at any time during the term of the Contract.

- 5.5.3 The County, in its sole discretion, may immediately deny or terminate facility access to any member of the 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.
- 5.5.4 Disqualification of any member of the Contractor's staff pursuant to this Subsection 5.5 will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## 6.0 NOTIFICATION TO PROPOSERS

### 6.1 Public Records Act

- 6.1.1 Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when: (1) contract negotiations are complete; (2) DPSS receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer; and (3) DPSS releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when DPSS' proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the proposer as "Trade Secret", "Confidential", or "Proprietary".

- 6.1.2 The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential will not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets", "Confidential", or "Proprietary", in nature.**



- 6.1.3** 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 "Confidential", "Trade Secrets", or "Proprietary", Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

## **6.2 Contact with County Personnel**

- 6.2.1** All contact regarding this RFP or any matter relating thereto must be in writing, and may be mailed or e-mailed to:

David Perez, Administrative Services Manager I  
Department of Public Social Services  
Contract Development Division, Section III  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor, East Annex  
City of Industry, CA 91746-3411  
[SGS-RFP@dpss.lacounty.gov](mailto:SGS-RFP@dpss.lacounty.gov)

- 6.2.2** If it is discovered that proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

## **6.3 Mandatory Requirement to Register on County's WebVen**

- 6.3.1** Prior to proposal submission, all potential contractors must register in the County's WebVen. WebVen contains the proposer's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven/>

- 6.3.2** Contractor must register using Commodity Code No. 95261. Commodity Code No. 95261 consists of: a) Code No. 952 assigned to Human Services; and b) Sub-Code No. 61 assigned to Law Enforcement – Community Relations Services.

## **6.4 Protest Policy Review Process**

- 6.4.1** Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)), any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in paragraph 6.4.3, Grounds for Review, below.

Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of a County department to demonstrate that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

**6.4.2** Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

### **6.4.3 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) are limited to the following:

**6.4.3.1** Solicitation Requirements Review (referenced in Section 10.0, Protest Process Overview, Subsection 10.1, Solicitation Requirements Review of this RFP).

**6.4.3.2** Disqualification Review (referenced in Section 10.0, Protest Process Overview, Subsection 10.2, Disqualification Review of this RFP).

**6.4.3.3** Department's Proposed Contractor Selection Review (referenced in Section 10.0, Protest Process Overview Subsection 10.3, Department's Proposed Contractor Selection Review of this RFP).

**6.4.3.4** County Independent Review (referenced in Section 10.0, Protest Process Overview, Subsection 10.4, County Independent Review Process of this RFP).

## **6.5 Conflict of Interest**

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a contractor. Proposer must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2, Certification of Compliance, of Appendix B, Required Forms.

## **6.6 Determination of Proposer Responsibility**

- 6.6.1** A responsible proposer is a proposer 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 proposers.
- 6.6.2** Proposers are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the Subcontractors and of which the Proposer had no knowledge must not be the basis of a determination that the Proposer is not responsible
- 6.6.3** The County may declare a proposer to be non-responsible for purposes of this contract if the Board, in its discretion, finds that the proposer 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 proposer'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 omission 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.
- 6.6.4** If there is evidence that the apparent highest ranked proposer may not be responsible, DPSS will notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Board that the proposer be found not responsible. DPSS will provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence which is the basis for DPSS' recommendation.
- 6.6.5** If the proposer presents evidence in rebuttal to DPSS, DPSS will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the proposer will reside with the Board.
- 6.6.6** These terms will also apply to proposed Subcontractors of Proposers on County contracts.

## **6.7 Proposer Debarment**

**6.7.1** The proposer is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the proposer from bidding or proposing on, or being awarded, and/or performing work on other 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 the County may terminate any or all of the proposer's existing contracts with County, if the Board finds, in its discretion, that the proposer 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 proposer'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. These terms will also apply to proposed Subcontractors of Proposers on County contracts.

**6.7.2** A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website:

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

## **6.8 Improper Consideration**

### **6.8.1 Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may secure more favorable treatment for the proposer in the award of the contract or that the proposer's failure to provide such consideration may negatively affect the County's consideration of the proposer's submission. A proposer must not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

### **6.8.2 Notification to County**

A proposer 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/>. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

### **6.8.3 Form of Improper Consideration**

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **6.9 County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in [County Code Chapter 2.160](#). In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by [Los Angeles County Code Section 2.160.010](#), retained by the proposer is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

## **6.10 Consideration of Greater Avenues for Independence (GAIN)/Skills and Training to Achieve Readiness for Tomorrow (START) Participants for Employment**

**6.10.1** As a threshold requirement for consideration for contract award, proposers must demonstrate a proven record of hiring participants in the County's DPSS GAIN or START Programs or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must attest to a willingness to provide employed GAIN/START participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**6.10.2** Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Exhibit 2, Certification of Compliance, of Appendix B Required Forms, along with their proposal.

## **6.11 Jury Service Program**

- 6.11.1** The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective contractors should carefully review Subsection 8.8, Compliance with the County's Jury Service Program of Appendix A, Sample Contract, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 6.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2, Certification of Compliance, of Appendix B, Required Forms. If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in Exhibit 2, Certification of Compliance, of Appendix B, Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

## **6.12 Living Wage Program**

- 6.12.1** The prospective contract is subject to the requirements of the County's Living Wage Program ([Los Angeles County Code Chapter 2.201](#)). Prospective contractors should reference the Living Wage Ordinance and Subsection 9.1, Compliance with the County's Living Wage Program, in Appendix A, Sample Contract. The Living Wage Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration.

- 6.12.2** The Living Wage Program requires Contractors and their Subcontractors to pay their full-time and part-time employees providing services to the County no less than a living wage. Contractors must pay employees a Living Wage for services provided to the County of no less than the hourly rates, effective as follows:

Effective Date	Hourly Rate
January 1, 2025	\$19.44
January 1, 2026	CPI-W

Effective January 1, 2020, and thereafter the Living Wage rate will increase annually based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan Area for the 12-month period preceding July 1 of each year.

**6.12.3** If the contract involves the provision of services which were previously provided under a contract that was or will be terminated prior to its expiration, then the contractor is required to provide employment for the predecessor contractor's employees. The contractor must offer employment to all such retention employees who are qualified for such jobs and who were employed by the predecessor contractor for at least six (6) months prior to the new contract. However, the contractor is not required to hire a retention employee who has been convicted of a crime related to the job or the employee's job performance or who fails to meet any other County requirement for employees of the contractor. The contractor may 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.

**6.12.4** Throughout the term of the contract, the contractor and its subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the contract, certifying under penalty of perjury, the hours worked and wages paid.

**6.12.4.1** At any time during the term of the contract, the County may conduct an audit of the contractor's records as well as field visits with the contractor's employees to ascertain compliance with the Living Wage Program.

**6.12.4.2** The contractor will be required to place specified Living Wage posters at the contractor's place of business and locations where the contractor's employees are working. The contractor will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.



**6.12.5** Violations of the provisions of the Living Wage Program will subject the contractor to withholding of monies owed the contractor under the contract, liquidated damages, possible termination and/or debarment from future County contracts in accordance with [Los Angeles County Code, Chapter 2.202](#).

**6.12.6** Contractors that submit false information may be barred from participating in the prospective contract and future County contracts in accordance with [Los Angeles County Code, Chapter 2.202](#).

### **6.13 Pending Acquisitions/Mergers by Proposing Company**

The proposer must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer 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. This information must be provided by the proposer in Exhibit 1, Organization Questionnaire/Affidavit, of Appendix B, Required Forms. Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1, Organization Questionnaire/Affidavit, by providing a revised Exhibit 1, Organization Questionnaire/Affidavit, of Appendix B, Required Forms during the solicitation.

### **6.14 Charitable Contributions Compliance**

**6.14.1** California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read Appendix D, Background and Resources: California Charities Regulation. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

**6.14.2** All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit



2, Certification of Compliance, in Appendix B, Required Forms. A completed Exhibit 2, Certification of Compliance, of Appendix B, Required Forms, is a required part of any agreement with the County.

- 6.14.3** Prospective County contractors that do not complete Exhibit 2, Certification of Compliance, of Appendix B, Required Forms, as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

## **6.15 Defaulted Property Tax Reduction Program**

- 6.15.1** The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), ([Los Angeles County Code, Chapter 2.206](#)). Prospective contractors should reference the pertinent provisions in Appendix A, Sample Contract, Subsection 8.51, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, and Subsection 8.52, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, of Appendix A, Sample Contract, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
- 6.15.2** Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2, Certification of Compliance, in Appendix B, Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor ([Los Angeles County Code, Chapter 2.202](#)).
- 6.15.3** Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

## **6.16 County's Commitment to Zero Tolerance Policy on Human Trafficking**

- 6.16.1** On October 4, 2016, the County approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

**6.16.2** Contractors are required to complete Exhibit 2, Certification of Compliance, in Appendix B, Required Forms, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Appendix A, Sample Contract, Subsection 8.54, Compliance with County's Zero Tolerance Policy on Human Trafficking, of Appendix A, Sample Contract. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

**6.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**

**6.17.1** 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 must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

**6.17.2** Upon contract award or at the request of the A-C and/or DPSS, the Contractor must submit a direct deposit authorization request 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.

**6.17.3** 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.

**6.17.4** Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with DPSS, will decide whether to approve exemption requests.

**6.18 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

**6.18.1** On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment training practices set forth in [California Government Code Section 12952](#).

**6.18.2** Contractors are required to complete Exhibit 2, Certification of Compliance, in Appendix B, Required Forms, certifying that they, and

their subcontractors, are in full compliance with [Section 12952](#), as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

#### **6.19 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. ([Los Angeles County Code, Chapter 2.202](#)).

#### **6.20 Community Business Enterprise (CBE) Participation**

- 6.20.1** The County has adopted a CBE Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Exhibit 5, Community Based Enterprise (CBE) Information form, in Appendix B, Required Forms.
- 6.20.2** All Proposers must document efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Contract. The Proposer must make documents related to these efforts available to the County upon request.
- 6.20.3** The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.
- 6.20.4** To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at: [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject **"Request for CBE Listing."** For additional information, contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

## **6.21 Retention of Contractors Employees for Security Service Contracts**

In situations where, due to exigent circumstances stemming from a contractor's default or inability to execute the terms of a security services contract, the County procures security services without conducting a competitive solicitation:

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

## **6.22 Contribution and Agent Declaration**

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Exhibit 9, Contribution and Agent Declaration Form, of Appendix B, Required Forms. Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9,

and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$250 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

## **6.23 Business Office Location within Los Angeles County**

The proposer must provide the business office location within Los Angeles County that will have a responsible person to maintain all administrative records related to the Proposed Contract and financial reports that are required herein. The location of the office must be located in the County at the time of Contract award as outlined in RFP Section 2.0, Subsection 2.2. This information must be provided by the proposer in Exhibit 1, Organization Questionnaire/Affidavit, of Appendix B, Required Forms.

## **7.0 COUNTY'S PREFERENCE PROGRAMS**

### **7.1 Overview of County's Preference Programs**

- 7.1.1** The County has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 7.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. These programs and how to obtain certification are further explained in Subsections 7.2, 7.3, and 7.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Economic Opportunity (DEO) website at <https://opportunity.lacounty.gov/>.
- 7.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 7.1.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

## **7.2 Local Small Business Enterprise (LSBE) Preference Program**

- 7.2.1** The County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE, for solicitations subject to the federal restriction on geographical preference, consistent with [Chapter 2.204.030D.2 of the Los Angeles County Code](#).
- 7.2.2** The business must be certified by DEO prior to requesting the LSBE Preference in a solicitation. To apply for certification as an LSBE, businesses should contact DEO at <https://opportunity.lacounty.gov/>.
- 7.2.3** Businesses requesting the LSBE preference must complete and submit Exhibit 3, Request for Preference Consideration, in Appendix B, Required Forms, and submit their LSBE certification approval letter ("Certification for Federally Funded Solicitations") from the DEO with their proposal.

## **7.3 Social Enterprise (SE) Preference Program**

- 7.3.1** The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 7.3.2** The business must be certified by DEO, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DEO at <https://opportunity.lacounty.gov/>.
- 7.3.3** Businesses requesting the SE preference, must complete and submit Exhibit 3, Request for Preference Consideration, in Appendix B, Required Forms, and submit their SE certification approval letter ("Certification for Federally Funded Solicitations") from the DEO with their proposal.

## **7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 7.4.1** The County will apply the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).
- 7.4.2** The business must be certified by DEO, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DEO at <https://opportunity.lacounty.gov/>.



- 7.4.3** Businesses requesting the DVBE preference must complete and submit Exhibit 3, Request for Preference Consideration, in Appendix B, Required Forms, and submit their DVBE certification approval letter from the DEO with their proposal.

## **7.5 Preference Program Enterprise (PPEs) – Prompt Payment Program**

It is the intent of the County that Certified PPEs 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 [\(Preference Program Payment Liaison and Prompt Payment Program\)](#).

## **8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION**

This Section contains key project activities, provides Proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

### **8.1 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination in this area will be at DPSS' sole judgment and their judgment will be final. All proposals must be firm and final offers and may not be withdrawn for a period of three hundred sixty-five (365) days following the final proposal submission date.

### **8.2 Proposers' Questions**

- 8.2.1** Proposers may submit written questions regarding this RFP by e-mail to:

David Perez, Administrative Services Manager I  
Email: [SGS-RFP@dpss.lacounty.gov](mailto:SGS-RFP@dpss.lacounty.gov)

All questions for consideration at the Proposer's Conference must be received by the date and time specified in Section 1.0, Solicitation Information and Minimum Mandatory Requirements. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

- 8.2.2** Questions should include the following identifying statement in the subject line of the email:

**“Questions: RFP CDD #25-01 for  
Security Guard Services”**

**8.2.3** When submitting questions, please specify the RFP section number, subsection number, paragraph number, page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. The County reserves the right to group similar questions when providing answers.

**8.2.4** After the Mandatory Virtual Proposers' Conference and Mandatory In-person site visits, no further questions (verbal or written) will be accepted and no verbal answers provided. All written questions submitted by the deadline and all verbal questions received at the Mandatory Virtual Proposers' Conference and Mandatory In-person site visits will be responded to in writing and posted on the County and DPSS websites. To ensure Proposers receive this information as quickly as possible, we invite interested proposers to visit the RFP's direct website for updates as listed in Section 1.0.

### **8.3 Submission of Application for Exemption to Living Wage Program**

**8.3.1** If a proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets the exception to the Living Wage Program, then the proposer must complete Exhibit 11, Living Wage Program Application for Exemption, in Appendix B, Required Forms, and submit to the County at: [SGS-RFP@dpss.lacounty.gov](mailto:SGS-RFP@dpss.lacounty.gov), by the date and time specified in Section 1.0, Solicitation Information and Minimum Mandatory Requirements, and include in its submission all necessary documentation to support the claim such as a collective bargaining agreement, if applicable. Upon reviewing the proposer's application, the County will determine, in its sole discretion, whether the proposer falls within the definition of Employer or meets the exception to the Living Wage Program. The County's decision will be final.

**8.3.2** Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the agreement is bona fide and that the agreement expressly provides that it supersedes all of the provisions of the Living Wage Program, or (if not all) those specific provisions that are superseded. The contractor is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement.

### **8.4 Mandatory Virtual Proposers' Conference and Mandatory In-person Site Visits**

#### **Mandatory Virtual Proposer's Conference**

**8.4.1** A **Mandatory** Virtual Proposers' Conference will be held to discuss the RFP and Living Wage Requirements. County staff will respond to



questions from potential proposers. **All potential proposers must attend this conference, or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration.** The conference is scheduled as follows:

**Date:** June 9, 2025

**Time:** 9:00 A.M. – 11:30 A.M.

The County reserves the right to adjust the Conference end time as needed on the date of the Conference.

**Site:** Virtual Conference Via Microsoft Teams

**Please register via Microsoft Teams, by the date and time specified in Section 1.0, Solicitation Information and Minimum Mandatory Requirements, and you will receive an email to join the Microsoft Teams meeting. Register at:**

**<https://events.gcc.teams.microsoft.com/event/18b248b8-3fa0-49bd-bec8-9b64f5be69ab@07597248-ea38-451b-8abe-a638eddbac81>**

**Should the proposer encounter any registration problems, please send an e-mail to: [SGS-RFP@dpss.lacounty.gov](mailto:SGS-RFP@dpss.lacounty.gov)**

- 8.4.2** Interested agencies are strongly encouraged to review the RFP and Appendices and begin preparation of their proposal prior to the Proposers Conference.
- 8.4.3** Agencies are strongly encouraged to have a copy of the RFP readily available during the Proposers' Conference.

#### **Mandatory In-Person Site Visits**

- 8.4.4** Site information for all Locations are provided in Appendix A, Sample Contract, Exhibit A-1, SOW Attachment 1, Locations and Addresses. DPSS has over 40 locations, however, mandatory group site visits will be conducted at three (3) specific locations. At the conclusion of the Proposer's Conference, agencies will be provided with the names and locations of three (3) offices where Mandatory In-person Site Visits will take place. The Mandatory In-person Site Visits will occur over a period of two (2) days as outlined in Section 1.0, Solicitation Information and Minimum Mandatory Requirements. One (1) site visit will take place directly after the Proposer's Conference and two (2) will take place the following day. All Proposers are required to have no more than two (2) representatives

attend the site visits for the sector in which they are applying. The representative that attends the Proposer's Conference and the site visits does not need to be the same representative. If it is discovered that a proposer visited one or more of the Locations in this RFP on their own, the County, in its sole determination, may disqualify that agency's proposal from further consideration. More detailed instructions will be provided at the end of the Proposer's Conference. Failure to attend the mandatory site visit(s) for the sector in which the proposer is applying will result in automatic disqualification of the Proposer.

Proposers are responsible for ensuring that a Proposer's employee signs in and signs out with the designated DPSS representative(s) at each of the locations. The name of the designated DPSS representative(s) will be provided at the end of the Proposer's Conference. If a Proposer attends a site visit but does not sign in and out with the designated DPSS representative(s), the County reserves the right, at the County's discretion, to reject that agency's proposal.

- 8.4.5** A link for the photos and fact sheets for viewing other district offices will be provided on or about June 12, 2025 only to the proposers who attended the Mandatory Virtual Proposer's Conference and Mandatory In-person Site Visits. Please see Section 1.0, Solicitation Information and Minimum Mandatory Requirements. Regardless of whether a Proposer is selected, the County will not be responsible for any expenses related to the Proposers' mileage, other travel costs, and salary to and from the Site Visit Locations.

## **8.5 Preparation of the Proposal**

- 8.5.1** Two (2) separate, hard copy, proposals must be submitted as identified in paragraph 8.9.1, a Business Proposal and a Cost Proposal, each in separate 3-ring binders. Proposers who intend to bid on both the North and South Sector must submit a separate Business Proposal and a Cost Proposal for each Sector. All proposals must be submitted by the date and time listed in Section 1.0, Solicitation Information and Minimum Mandatory Requirements. All proposals must be bound and submitted in the prescribed format. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.
- 8.5.2** In preparing the written proposal, the Proposer should ensure that the proposal responds completely and thoroughly to all requirements set forth in this RFP. Proposal(s) should adhere to the following format: Arial 12 pt. font; 1-inch margins; single spacing; and double-sided pages.

- 8.5.3** The objective of the proposal submission is for DPSS to ascertain the Proposer's ability to meet or exceed the required service level. In addition, specific information is requested from all Proposers to ensure that the proposals can be fairly compared and evaluated in a standard manner.
- 8.5.4** Only the information that is contained in the written proposal will be evaluated. Proposals must adhere to the specified page limits. The County may, in its sole discretion, disregard any pages over the limits.
- 8.5.5** The original proposal must be labeled as "Original" on the cover page. Copies must be labeled on the cover page as "Copy 1 of 6," "Copy 2 of 6," etc., as appropriate. The proposal must be written in English and all numerical data furnished are in foot, pound, and second system of units of measurement.
- 8.5.6** Additionally, Proposer must electronically submit their proposals, as identified in paragraph 8.9.2, containing files in PDF format, and the electronic file must be labeled and submitted for each Proposal, for example:
- 8.5.6.1** Business Proposal
- File name for the Business Proposal must be as follows:
- "[Proposer Name] Business Proposal for SGS RFP CDD #25-01 [Enter North Sector or South Sector]"**
- 8.5.6.2** Cost Proposal
- File name for the Cost Proposal file name must be as follows:
- "[Proposer Name] Cost Proposal for SGS RFP CDD #25-01 [Enter North Sector or South Sector]"**
- 8.5.7** Proposers must observe the requirements set forth in this Section 8.0, Business Proposal Requirements and Evaluation, in the preparation of their proposal and must agree to provide the County with any additional information necessary for an accurate determination of the prospective Contractor(s) qualifications to perform the required services.
- 8.5.8** The response to this RFP must be made according to the specifications for content and sequence set forth in Subsection 8.6, Business Proposal Requirements and Evaluation Criteria – Business Proposal Format, and Subsection 8.7, Cost Proposal Requirements and Evaluation, herein. **Failure to adhere**

**to these specifications may be cause for rejection of the proposal. No correction or re-submission will be accepted after the proposal deadline. The County reserves the right to waive any informality in a submitted proposal.** Everything constituting the proposal and all documents submitted in connection with the Contract must be written in the English language, and all numerical data furnished herein must use the Imperial System, e.g., foot, pound, and second system of units of measurement.

**8.5.9** In the event of any inconsistencies between the original hard copy proposal and the electronic proposal, the original hard copy will prevail.

## **8.6 Business Proposal Requirements and Evaluation Criteria (75%)**

Any reviews conducted during the evaluation of the proposal may result in a point reduction. The content and sequence of the proposal must be as follows:

### **Business Proposal Format:**

#### **8.6.1 Table of Contents**

List all material included in the proposal. Include a clear definition of the material, identified by sequential page numbers and by section, subsection, paragraph, and subparagraph reference numbers.

#### **8.6.2 Executive Summary (Proposal Section A) – Limit to two (2) pages**

Information contained in the Executive Summary must also be included in the body of the proposal.

#### **8.6.3 Proposer's Qualifications (Proposal Section B) (20%)**

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in this section.

##### **8.6.3.1 Proposer's Background and Experience (Proposal Section B.1) – Limit to ten (10) Pages**

Provide a summary of relevant background information to demonstrate that the proposer meets or exceeds the minimum mandatory requirement(s) stated in Section 4.0, Minimum Mandatory Requirements, of this RFP and has the capability to perform the required services as a corporation or other entity.

- 1) State the number of years of experience and explain how reported experience is substantially similar to the service requested in this RFP. (Proposal Section B.1.1).
- 2) Provide an explanation of required or substantially similar experience of **principal individuals** (e.g. executive management staff and contract managers), working under this Contract, in the Proposer's organization. This experience must apply solely to the **principal individuals** and not for the firm making this proposal. (Proposal Section B.1.2).
- 3) Additionally, Proposer must include a list containing all public entities contracts for the last three (3) years where the same or similar scope of services was provided. Proposer's completed form Exhibit 7, List of Public Entities, in Appendix B, Required Forms, must be provided in Proposal Section I, Business Proposal Required Forms and Corporate Documents, of Proposer's Business Proposal. Proposer may use additional sheets, if necessary. Exhibit 7 will not count towards the page limit.

#### **8.6.3.2 Proposer's List of References (Proposal Section B.2)**

Proposer will be evaluated on the verification of references provided on Appendix B, Required Forms, Exhibit 8, List of References. Proposer must provide five (5) references where the same or similar scope of services was provided. The first three (3) references that complete and submit the survey will be utilized in the scoring of this proposal section B.2. Do not include current or past members of the agency's governing Board or staff. Do not include any current or past members of Los Angeles County Board of Supervisors or their staff. Proposer's completed form Exhibit 8, List of References, in Appendix B, Required Forms, must be provided in Proposal Section I, Business Proposal Required Forms and Corporate Documents, of Proposer's Business Proposal.

It is the Proposer's sole responsibility to ensure that firm's name, and point of contact's name, title, phone number, email address, and any other information provided for each reference is accurate. The County will be contacting

references by email and providing each reference with an electronic survey in order to assess the Proposer's performance history. The County may disqualify a Proposer as non-responsive and/or non-responsible if:

- a) References fail to substantiate proposer's description of the services provided; or
- b) References fail to support that proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- c) DPSS is unable to reach the point of contact with reasonable effort as determined by the County. It is the proposer's responsibility to inform the point of contact that he/she has been listed as a point of contact for reference verification.

In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category (Proposal Section B.2).

#### **8.6.3.3 Proposer's Debarment History and List of Terminated Contracts (Proposal Section B.3)**

The County will conduct a review of Proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three (3) years with a reason for termination in Appendix B, Required Forms, Exhibit 4, Debarment History and List of Terminated Contracts. Proposer's completed form Exhibit 4, Debarment History and List of Terminated Contracts, must be provided in Proposal Section I, Business Proposal Required Forms and Corporate Documents, of Proposer's business proposal.

#### **Failure or Refusal to Complete a Contract**

Proposer must provide details of any failure or refusal to complete a contract. Accordingly, Proposers must provide back-up information, if applicable. If failure or refusal to complete a contract is not applicable, proposers must indicate so by providing a statement that the Proposer has

not failed or refused to complete a contract. (Proposal Section B.3.1).

#### Other Information

Disclose any other issue, finding or pending investigation, including any information of public record (e.g., governmental report, news report, contract monitoring report, program audit reports, etc.) that raises questions as to the Proposer's ability to enter into a contract with the County or otherwise question the Proposer's ability to perform satisfactorily under this proposed contract. The County at its own judgment may deduct points for negative findings. Proposer may include supporting documentation should it contest a report's findings/statements. Failure to provide this information may result in point deductions and/or a determination of non-responsiveness. (Proposal Section B.3.2).

#### **8.6.3.4 Proposer's Financial Capability (Proposal Section B.4)**

The County will conduct a review of Proposer's financial capability as part of Section 4.0, Minimum Mandatory Requirements, Subsection 4.12. However, Proposers are requested to provide the documents listed below in Proposal Section B.4. If it is discovered that Proposer fails to meet this Minimum Mandatory Requirement, the County, in its sole determination, may disqualify their proposal from further consideration.

For a proposer to demonstrate that it will continue in business through the period of the contract and can finance the cost of adequate personnel and support requirements, Proposer must provide adequate documentation on the financial status of the firm including, but not limited to, the following:

Proposer must:

- 1) Provide copies of the company's most current and prior two (2) fiscal years (for example 2024, 2023, and 2022) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. If audited statements are available, these should be submitted to meet this requirement. Do not

submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

- 2) List any potential commitments that may impact assets, lines of credit, guarantor letters, etc., and that may affect the Proposer's ability to perform the contract.

**PLEASE NOTE: The documents provided in Proposal Section B.4 will not be scored under Proposer's Qualifications (Proposal Section B) and will not count towards the 20% of the total evaluation score.**

#### **8.6.3.5 Proposer's Pending Litigation and Judgments (Proposal Section B.5)**

The County will conduct a review of Proposer's pending litigation and judgements. Proposer must identify by name, case and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five (5) years, including but not limited to, other companies, corporations, organizations or persons (related parties) related to the Proposer, its principals by blood, marriage, or through legal organization (corporation, partnership, association, etc.) that will be considered affiliated for the purposes of this RFP. County will be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or Federal agencies. Additionally, Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the proposer or principals of the proposer. If a Proposer has no pending litigations or judgements, then a statement stating so must be provided in Proposal Section B.5.

#### **8.6.3.6 Willingness to Provide Other Information (Proposal Section B.6)**

Proposer must provide a statement as to its willingness to provide the County with any other information the County determines is necessary for an accurate determination of the prospective Proposer's qualifications to perform service.



#### **8.6.4 Proposer's Approach to Providing Required Services (Proposal Section C) (25%)**

Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Proposal Section C.

Proposer must present a description of the methodology the proposer will use to meet contract work requirements. Describe in detail how the services will be performed to meet the requirements outlined in Exhibit A, SOW and Exhibit A-1, SOW Attachments. Proposal Section C must include:

##### **Approach to the SOW (Proposal Section C.1) Limit to 35 pages**

- 8.6.4.1** Proposer must describe the plan for providing security guard services throughout the particular Sector, as identified in Appendix A, Sample Contract Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, of this RFP.
- 8.6.4.2** Proposer must describe the plans for all employees at each Location within the Zone. The narrative must coincide with information provided in Appendix A, Sample Contract Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, of this RFP.
- 8.6.4.3** Proposer must describe the plan for supervision of security guards, utilizing at least one (1) Lead Supervisor per zone.
- 8.6.4.4** Proposer must describe the plan for supervision of security guards utilizing one (1) Armed PSO Supervisor for every ten (10) guards, as provided in Appendix A, Sample Contract Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, of this RFP, including details of how Proposer will account for supervisor travel time.
- 8.6.4.5** Proposer must describe the plan for the provision of relief, breaks, and meal periods to ensure that all Posts are covered, at each Location, within the Zone, at all times.
- 8.6.4.6** Proposer must submit, as an example, a draft Continuity of Operations Planning (COOP) and Disaster Preparedness Plan, Appendix B, Exhibit 14, for one Location, detailing adequate staffing, communications,

and the continuation of services in emergency situations and natural or man-made disasters. A final COOP and Disaster Preparedness Plan must be submitted for each Location within thirty (30) calendar days of commencement of the Contract as described in Appendix A, Sample Contract, Exhibit A, SOW, Subsection 6.7, Contractor COOP and Disaster Preparedness Plan - Emergency Response, of this RFP. Appendix B, Exhibit 14 must be included in Proposal Section C.1, Approach to the SOW and Business Proposal Required Forms, Proposal Section I.

- 8.6.4.7** Proposer must describe the plan for recruitment and retention of security guards and Armed PSO Supervisors personnel, as described in Appendix A, Sample Contract, Exhibit A, SOW, Subsection 8.4, Recruitment Plan.
- 8.6.4.8** Proposer must describe the plan for utilization of the Electronic Post Confirmation System to 1) ensure services are provided, and 2) produce invoices based on information provided by the Electronic Post Confirmation System, as identified in Appendix A, Sample Contract, Exhibit A, SOW, subparagraph 6.4.3.2, Electronic Post Confirmation System, of this RFP.
- 8.6.4.9** Proposer must describe how employees will be trained to ensure full understanding of daily and weekly assignments as identified in Appendix A, Sample Contract, Exhibit A, SOW, Subsection 6.5, Security Guard and Armed PSO Supervisor Training Requirements, and Section 7.0, Contractor Work Requirements, of this RFP.
- 8.6.4.10** Proposer must describe their experience in providing Security Assessments and how security assessments will be performed to meet the requirements in Appendix A, Sample Contract, Exhibit A, SOW subparagraph 6.1.1.13.
- 8.6.4.11** Proposer must describe their plan to provide additional coverage for additional County sites in the event of an emergency or unforeseen circumstance as identified in Sample Contract, Exhibit A, SOW, paragraph 6.3.1.
- 8.6.4.12** Proposer must describe the plan for building a relationship with local law enforcement and how they will work with local law enforcement to prioritize security guard services for DPSS office locations.

**8.6.4.13** Proposers must provide industry labor market data and a narrative to reflect how their proposed starting wages are competitive for all security guard classifications listed on Appendix A, Sample Contract Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. When providing this narrative, Proposers are to incorporate concepts from RFP Paragraphs 8.6.8, Proposer's Approach to Providing High Road Jobs, Reporting, Equity, and Anti-Racism, Diversity and Inclusion (ARDI) Initiative and Veteran Engagement, and Subsection 8.7, Cost Proposal Requirements and Evaluation, paragraph 8.7.3.

**8.6.4.14 Customer Service Plan (Proposal Section C.2)  
Limit to Three (3) Pages**

The Proposer must describe its plan for addressing customer concerns and complaints regarding its provision of services and the performance of its employees. (See Appendix A, Sample Contract, subsection 8.5, Complaints).

**8.6.4.15 Confidentiality (Proposal Section C.3)  
Limit to One (1) Page**

The Proposer must describe its plan for maintaining the confidentiality of information that may be revealed during the course of providing the required services. (See Appendix A, Sample Contract, Subsection 7.8, Confidentiality).

**8.6.4.16 Reporting and Record Keeping (Proposal Section C.4) – Limit to One (1) Page**

The Proposer must describe how it will maintain and make accessible case records of individual activity, financial activity, and contract monitoring. (See Appendix A, Sample Contract, Exhibit A, SOW, Section 8.0, Reporting Requirements and Appendix A, Sample Contract, Subsection 8.38, Record Retention and Inspection-Audit Settlement.)

**8.6.4.17 Facilities/Equipment (Proposal Section C.5) – Limit to Two (2) Pages**

The Proposer must provide a comprehensive list of equipment currently owned that will be used in the

performance of the Contract. (See Appendix A, Sample Contract, Exhibit A, SOW, Section 6.0, Contractor's Responsibilities).

#### **8.6.4.18 Contractor's Transition Plans (Proposal Section C.6) Limit to Four (4) Pages**

The Proposer must provide two comprehensive transition plans as follows:

- 1) The first plan must explain the Proposer's specific implementation plans, including but not limited to, plans for assumption of services from the predecessor, to ensure high quality services effective with the first day of operation. The implementation plan must include, but not be limited to, staff recruitment, any acquisitions deemed appropriate by the Proposer and any non-County provided training.
- 2) The second plan must explain how services will be transitioned to another Contractor when the Contract ends. This plan must include a statement of cooperation should a transition to a new provider be necessary.

#### **8.6.5 Proposer's Management and Staff Qualifications (Proposal Section D) (15%)**

The Proposer must demonstrate that the proposer's management and staff have the experience to perform the required services. The Proposer must show that the proposer's management and staff meet the Minimum Mandatory Requirements outlined in the RFP.

Proposal Section D must include all information listed in RFP, subparagraphs 8.6.5.1 through 8.6.5.4.

##### **8.6.5.1 Qualifications of Staff (Section D.1) Limit to Twenty (30) Pages including resumes.**

###### **A. Proposer's Management Staff Qualifications**

For each of the positions listed below, Proposer, at a minimum, must include the following information:

- a) Resume.
- b) The current position and years with the firm.

- c) The academic background, covering all education at the high school level and above, including the name of the institution(s) and dates of attendance.
  - d) The experience background, including the number of years of experience, position titles, and functions, while gaining experience in the provision of services to be delivered under the Contract.
  - e) The current business licenses, certifications or permits of personnel who will manage the security services operations.
- 
- 1) The Contractor Project Manager will act as a liaison with DPSS and will be responsible for the overall management and coordination of security services for this Contract as set forth in Exhibit A, SOW Section 6.0, Contractor's Responsibilities, paragraph 6.1.2, Contractor Project Manager. Proposer must have at the time of proposal submission, a Contractor Project Manager with a minimum of three (3) years' experience within the last five (5) years providing security management services equivalent or substantially similar to those required in this RFP. Include resumes with, at minimum, the criteria listed in this RFP paragraph 8.6.5 above. (Proposal Section D.1.1).
  - 2) The Contractor Contract Manager will act as a liaison with DPSS and will be responsible for the overall management and coordination of general contract administrative activities for this Contract as set forth in Exhibit A, SOW Section 6.0, Contractor's Responsibilities, paragraph 6.1.4, Contractor's Contract Manager. Proposer must have at the time of proposal submission, a Contractor Contract Manager with a minimum of three (3) years' experience within the last five (5) years providing contract management services equivalent or substantially similar to those required in this RFP. Include resumes with, at minimum, the criteria listed in this RFP paragraph 8.6.5 above. (Proposal Section D.1.2).
  - 3) Similarly, the Proposer is to provide a resume for the required Back-Up Contractor Contract Manager who will assume the Contractor Contract Manager's

responsibilities in his/her absence. Include resumes with, at minimum, the criteria listed in this RFP paragraph 8.6.5 above.

- a) If the Back-up Contractor Contract Manager has not yet been hired, the Proposer must include with its proposal the complete job specifications for this position, including, but not limited to, the required number of years of experience in the area of security services, the minimum educational background, if any, and minimum management experience, if any. (Proposal Section D.1.3).
- 4) Proposer must identify and provide resumes, at the time of proposal submission, of personnel who will conduct facility security assessments, incident specific facility security assessments and corresponding reports, as listed in SOW, paragraph 6.1.1.13. These personnel must have a minimum of four (4) years' experience conducting security assessments and providing written recommendations. A maximum of two (2) years of assessment experience can be substituted by one year of peace officer experience with a U.S. law enforcement agency. Include resumes with, at minimum, the criteria listed in this RFP paragraph 8.6.5 above. (Proposal Section D.1.4).
- 5) One Lead Supervisor will be assigned to each Zone by the Contractor to perform administrative duties for the Contractor, such as time-keeping, payroll support, and Department and County Facility Proprietor interface, with hours distributed to a particular Location and its satellite Locations, as set forth in Exhibit A, SOW, Section 6.0, Contractor Responsibilities, paragraph 6.1.3. Proposer must have at the time of proposal submission, a Lead Supervisor with a minimum of two (2) years' experience within the last five (5) years providing security management services equivalent or substantially similar to those required in this RFP. Include resumes with, at minimum, the criteria listed in this RFP paragraph 8.6.5 above. (Proposal Section D.1.5)

#### B. Proposer's Non-Management Staff Qualifications

The Proposer must include a complete list of all staff (by job classification/functional title, not by name), explain how the staff will be utilized to provide security services, and provide detailed job specifications for all positions. These positions include Security Guards, Armed PSO, Armed PSO Supervisors, and other required positions. (Proposal Section D.1.8).

Proposers may elect to have staff assume multiple assignments. (e.g., Supervisor). However, Proposers are cautioned that unless satisfactory justification is provided, the County's Evaluation Panel may not rate such an arrangement as feasible.

#### **8.6.5.2 Organizational Structure in Providing Services (Proposal Section D.2) – Limit to Two (2) Pages**

The Proposer must explain the organizational structure proposed in the Proposer's plan. This structure should include a narrative explaining how it arrived at the structure, including what ratios were used in determining the number of supervisors to security guard staff.

#### **8.6.5.3 Training of New Staff and Ongoing Training for Existing Staff (Proposal Section D.3) – Limit to Four (4) Pages**

The Proposer must describe how it will ensure training of new staff and provide ongoing staff training for:

- a. Civil Rights: Contractor must abide by the provisions contained in the current Civil Rights Training Handbook which was developed in compliance with the Civil Rights Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights, Department of Health and Human Services (DHHS). The Civil Rights Training Handbook incorporates the Civil Rights requirements of the Resolution Agreement along with all other mandated federal and State requirements that must be adhered to by DPSS and its Contractors and Subcontractors. Civil Rights requirements include but are not limited to ensuring that public contact staff attend mandatory Civil Rights Training every two years and ADA Title II training every year, retaining verification on file and providing to DPSS upon request. If the Contractor does not have an established Civil Rights training or ADA Title II training,

staff will be required to attend DPSS provided Civil Rights training. Contractor should contact the County Contract Administrator to coordinate said trainings.

- b. Child Abuse reporting;
- c. Elder Abuse reporting; and
- d. overall Contract provisions.

The Proposers' training plan must describe what Contractor training it will provide and how it plans to reinforce County-provided trainings. (See Appendix A, Sample Contract, Subsection 8.7, Compliance with Civil Rights Laws; and Subsection 9.3, Child/Elder Abuse/Fraud Reporting).

#### **8.6.5.4 Work Stoppage (Proposal Section D.4) – Limit to One (1) Page**

The Proposer must describe its plan for providing qualified trained personnel, to ensure there will be no interruptions in providing services in the event the Contractor incurs a work stoppage.

#### **8.6.6 Proposer's Quality Control Plan (Proposal Section E) - Limit to ten (10) pages (5%)**

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of this Contract are provided as specified. Evaluation of the QCP must cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on information provided in this paragraph.

Proposer must present a comprehensive QCP to be utilized by the proposer as a self-monitoring tool to ensure the required services are provided as specified in Exhibit A, SOW of Appendix A, Sample Contract.

The following factors must be included in the QCP:

- 8.6.6.1** Activities to be monitored to ensure compliance with all contract requirements;
- 8.6.6.2** Activities to ensure compliance with service delivery requirements;



- 8.6.6.3** Monitoring methods to be used;
- 8.6.6.4** Frequency of monitoring;
- 8.6.6.5** Samples of forms to be used in monitoring;
- 8.6.6.6** Title/level and qualifications of personnel performing monitoring functions; and
- 8.6.6.7** Documentation methods of all monitoring results, including any corrective action taken.

#### **8.6.7 Living Wage Compliance (Proposal Section F) (5%)**

The Living Wage Program requires that Proposers/Contractors demonstrate during both the solicitation process and for the term of their contract business stability, integrity in employee relations, and the financial ability to pay the living wage.

A review and evaluation will be made based on the information provided in response to this paragraph (Proposal Section F) and may include a site visit to audit a Proposer's payroll and record keeping procedures.

##### **8.6.7.1 Proposer's Staffing Plan**

The Proposer must submit a staffing plan using Exhibit 12, Living Wage Program Staffing Plan, of Appendix B, Required Forms. The Proposer will be required to utilize full-time employees to provide services under the contract, unless the Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If a Proposer proposes to use non-full-time employees to provide services under the contract, a written request justification, and all necessary documentation to substantiate the request must be submitted with its proposal. The County will determine, in its sole discretion, whether the Proposer may use non-full-time employees to provide services under the contract. The County's decision will be final.

##### **8.6.7.2 Demonstrated Controls over Labor-Payroll Record Keeping and Regulatory Compliance**

The Proposer must submit procedures and the internal controls established to ensure compliance with State and

federal labor regulations and record keeping requirements, including but not limited to a detailed narrative of the following:

1. Methodology for tracking/documenting employee work hours from start of shift until completion of work shift including mandated breaks and travel time, when applicable. The detailed narrative should explain the documentation maintained, actual time worked, and the frequency of monitoring. Provide a copy of these records.
2. Payroll record keeping system and process utilized to ensure that employee wages are appropriately paid. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how is the payroll calculated and total wages paid?
3. Proposer's efforts to ensure the company is updated with State and federal labor regulations and record keeping requirements.

**8.6.8 Proposer's Approach to Providing High Road Jobs, Reporting, Equity, and Anti-Racism, Diversity and Inclusion (ARDI) Initiative and Proposer's Approach to Recruiting Veterans – Limit to Ten (10) Pages - (Proposal Section G) (5%)**

On January 9, 2024, our Board adopted the [Advancing High Road Jobs by Harnessing the County's Procurement Power as a Market Participant Motion \(Statement of Proceedings\)](#) to create opportunities for full-time employment not just within the County but in the private sector by requiring a defined subset of County contractors to consider hiring qualified employees with barriers to employment. This Initiative is 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](#)

Proposers will be evaluated based on the description of their methodology to be used to meet the County's requirements as set forth in this section 8.6.8.

Proposers must describe their approach to meeting (or exceeding) a 20% hiring goal from the AJCCs as identified in Section 9.19 of Appendix A, Sample Contract, specifically addressing the following requirements:

**8.6.8.1** Hiring Needs – Proposers must describe their hiring needs (if awarded a contract) and identify potential positions that would be needed.

**8.6.8.2** Hiring Process, Goals, and Retention - Proposers must describe their process and goals to attract, hire and retain employees from the AJCCs or other County workforce/workfare programs if provided such candidate referrals, including but not limited to conducting a job/participant qualification analysis, selection process, onboarding, succession planning, employee retention, and hiring timelines to meet or exceed the 20% hiring goal throughout the term of the Contract.

**8.6.8.3** Reporting - Proposers must describe their methodology for reporting requirements to the County quarterly on all hiring activities, specifically progress made toward achieving a 20% hiring goal (hiring qualified employees from AJCCs).

To assist proposers in understanding the County's expectations on the Advancing High Road Jobs initiative, interested vendors can find available information at <https://opportunity.lacounty.gov/http>. In addition, the County offers a wide range of workforce development business services programs through its network of Los Angeles County AJCCs which can be accessed by requests to DEO's Business Referral Intake at <https://bit.ly/BizSvcs>.

**8.6.8.4** The Advancing High Road Jobs initiative prioritizes the need to provide career opportunities to County residents from under resourced and underrepresented communities. Interested vendors should review and understand the County's Anti-Racism, Diversity and Inclusion Initiative. The County's Chief Executive Office provides information on this initiatives and resources

available to incorporate equity for under-resourced communities in the following website: [The L.A. County Anti-Racism, Diversity, and Inclusion Initiative – Los Angeles County](#).

A proposal must include an explanation on the plan to include Equity for under-resourced communities in hiring under the recruitment and hiring proposal for this solicitation and must provide information on how it will self-monitor and provide pertinent information for County review of their reporting requirements. The following is a link to CEO ARDI's resource tools that assist in applying an equity lens to initiatives such as hiring efforts to under-resourced communities [ARDI Tools – Los Angeles County](#) Proposers should familiarize themselves on these resources and identify ways of using and/or expanding beyond these resources. In addition, this information will also be shared at the Proposers' Conference.

Beyond the use of equity tools identified above, Proposers must include a plan to identify and recruit eligible United States Veterans for positions under this contract. Proposers should be familiar with the County's Department of Military and Business Affairs and the populations they serve ([Military & Veterans Affairs – Custom Benefits & Services Consultation](#)) as well as the "Partner Resources" tab that lists the AJCC Veterans workforce services and other County support resources.

## **8.6.9 Exceptions to Terms and Conditions of Contract and/or Requirements of SOW (Proposal Section H)**

### **8.6.9.1** It is the duty of every proposer to thoroughly review the Sample Contract and SOW to ensure compliance with all terms, conditions and requirements.

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix A, Sample Contract, and the Requirements of the SOW outlined in Exhibit A, SOW, of Appendix A, Sample Contract.

It is the County's expectation that in submitting a proposal the proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the SOW. However, the proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements. The County may deduct rating points or disqualify the proposal

in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a contract.

**8.6.9.2** Section H of proposer's response must include:

- 1) A statement offering the proposer's acceptance of or exceptions to all terms and conditions listed in Appendix A, Sample Contract.
- 2) A statement offering the proposer's acceptance of or exceptions to all requirements listed in Exhibit A, SOW of Appendix A, Sample Contract; and

For each exception, the proposer must provide:

- 1) An explanation of the reason(s) for the exception;
- 2) The proposed alternative language; and
- 3) A description of the impact, if any, to the proposer's price.

The Proposer must clearly make a written statement that they accept all the terms and conditions listed in Appendix A, Sample Contract and Exhibit A, SOW. Any additional statements, comments, or questions will be deemed as the Proposer taking exception to the terms and conditions and the County may, in its sole discretion, deduct rating points or disqualify the Proposer.

**8.6.9.3** Indicate all exceptions to the Sample Contract and/or the SOW by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

## **8.6.10 Business Proposal Required Forms and Corporate Documents (Proposal Section I)**

### **8.6.10.1** Proposal must include all completed, signed, and dated forms identified in Appendix B (Required Forms):

- Exhibit 1 Organization Questionnaire/Affidavit;
- Exhibit 2 Certification of Compliance;
- Exhibit 3 Request for Preference Consideration;
- Exhibit 4 Debarment History and List of Terminated Contracts;
- Exhibit 5 Community Business Enterprise (CBE) Information;
- Exhibit 6 Minimum Mandatory Requirements;
- Exhibit 7 List of Public Entities;
- Exhibit 8 List of References;
- Exhibit 9 Contribution and Agent Declaration Form;
- Exhibit 10 Pricing Schedule;
- Exhibit 11 Living Wage Program Application for Exemption;
- Exhibit 12 Living Wage Program Staffing Plan;
- Exhibit 13 Budget Sheet and Budget Narrative;
- Exhibit 14 Continuity of Operations Planning (COOP) and Disaster Preparedness Plan; and
- Exhibit 15 Declaration.

### **8.6.10.2 Corporate Documents**

#### **1. Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the proposal:

- A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
- A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

## **2. Limited Partnership:**

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

## **3. Private Patrol Operator Licenses:**

The Proposer must submit a conformed copy of a copy of the valid and active California-issued private patrol operator license.

## **8.7 Cost Proposal Requirements and Evaluation (25%)**

- 8.7.1** Proposals must be submitted in the format described below, both as to sequence and content. Failure to comply with these provisions may, at the sole discretion of the Director of DPSS or designee, result in disqualification of the proposal.
- 8.7.2** Cost Proposals are to be separated from the Business Proposal and sealed in an envelope, box, or other secured method. Sealed Cost Proposals may be included in the same box as the Business Proposals.
- 8.7.3** Cost Proposals must contain cost detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the Contract. It will be the responsibility of the proposer to submit a Cost Proposal that includes a competitive wage for its employees. Therefore, the Proposer should strive to meet these objectives.
- 8.7.4** Bid prices must be firm and fixed for the term of the Contract and the option years. Proposers must use the format found in Appendix B, Required Forms, Exhibit 10, Pricing Schedule, and Exhibit 13, Budget Sheets and Budget Narrative.

## **Cost Proposal Format:**

**8.7.5** The content and sequence of the proposal must be as follows:

### **8.7.5.1 Cover Page**

The cover page must, at a minimum, identify the document as a proposal stating the exact name of the RFP, RFP Number, proposal submission date, and the Proposer's name. It must also be labeled as "Original" on the cover page. Copies must be labeled on the cover page as "Copy 1 of 2," "Copy 2 of 2," etc., as appropriate.

### **8.7.5.2 Pricing Schedule**

Exhibit 10, Pricing Schedule in Appendix B, Required Forms.

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted the preference, the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the preference.

In no case will any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

### **8.7.5.3 Budget Sheets and Budget Narrative**

Exhibit 13, Budget Sheet and Budget Narrative in Appendix B, Required Forms.

## **8.8 Firm Offer-Withdrawal of Proposal**

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.



## **8.9 Proposal Submission**

Proposer's must submit a hard copy and an electronic copy of proposals. All proposals must be firm and final offers and may not be withdrawn for a period of three hundred sixty-five (365) days following the final proposal submission date.

### **8.9.1 Hard copy submission:**

- 8.9.1.1 Business Proposal** - The original Business Proposal and six (6) copies for one sector must be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the proposer and reference the solicitation as follows:

**"BUSINESS PROPOSAL FOR  
SECURITY GUARD SERVICES RFP  
CDD #25-01**

**(Insert North Sector or South Sector as applicable)**

- 8.9.1.2 Cost Proposal** - The original Cost Proposal and two (2) copies for one sector must be submitted in a separate sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the proposer and reference the solicitation as follows:

**"COST PROPOSAL FOR  
SECURITY GUARD SERVICES RFP  
CDD #25-01**

**(Insert North Sector or South Sector as applicable)**

- 8.9.1.3** It is the sole responsibility of the submitting proposer to ensure that both the hard copy and the electronic copy of the proposal are **received** before the submission deadline. Submitting proposers will bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Section 1.0, Solicitation Information and Minimum Mandatory Requirements, will not be accepted and will be returned to the sender unopened. No facsimile (fax) copies will be accepted.

- 8.9.1.4** The submission of proposals for consideration will be contingent upon attendance to the Proposers' Conference.

The hard copies of the proposal(s) must be delivered to:

Attention: David Perez, ASM I  
County of Los Angeles  
Department of Public Social Services  
12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> Floor  
City of Industry, CA 91746

No proposals will be accepted after the proposal submission deadline as listed in Section 1.0, Solicitation Information and Minimum Mandatory Requirements.

## **8.9.2 Electronic copy submission**

- 8.9.2.1** One proposal, consisting of a Business Proposal and a Cost Proposal, must be submitted by the proposal submission deadline listed in Section 1.0, Solicitation Information and Minimum Mandatory Requirements, through the following secured link:

<https://dpss.mft.lacounty.gov/Web/Account/Login.htm#/>

**A unique username and password will be provided to a representative of each agency after the Proposers' Conference and Site Visits by email.**

The County is not responsible for any delays due to internet connectivity issues, server errors, etc. It is recommended that Proposers submit their proposal well in advance of the submission deadline to avoid such issues.

- 8.9.2.2** Proposers must also submit one (1) electronic Business Proposal in searchable Adobe Portable Document Format (PDF), as part of its proposal submission.
- 8.9.2.3** It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers will bear all risks associated with delays in delivery. Any proposals received after the scheduled proposal submission deadline, as listed in Section 1.0, Solicitation Information and Minimum Mandatory Requirements, will not be accepted.

## **9.0 SELECTION PROCESS OVERVIEW**

### **9.1 Adherence to Minimum Mandatory Requirements (Pass-Fail)**

- 9.1.1** County will review Exhibit 1, Organization Questionnaire/Affidavit, Exhibit 6, Minimum Mandatory Requirements, and Exhibit 8, List of References, in Appendix B, Required Forms to determine if the proposer meets the minimum requirements as outlined in Section 4.0, Minimum Mandatory Requirements, of this RFP.

Failure of the proposer to comply with the Minimum Mandatory Requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

### **9.2 Selection Process**

- 9.2.1** The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The evaluation process will begin with receipt of the proposal on the date outlined in Section 1.0, Solicitation Information and Minimum Mandatory Requirements

- 9.2.2** Evaluation of the proposals will be made by an Evaluation Committee selected by DPSS. The Committee will evaluate the proposals and will use the evaluation approach described in this RFP to select a prospective contractor.

#### **9.2.3 Evaluation of Business and Cost Proposals**

All proposals will be evaluated based on the criteria listed in Section 8.0, Business Proposal Requirements and Evaluation, and will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

#### **9.2.4 Determination of Highest-Overall rated Proposer**

- 9.2.4.1** The County will combine each Proposer's business and cost proposal evaluation score to arrive at a total cumulative (or "final") score, which will be used to determine and select the highest-overall rated Proposer.

- 9.2.4.2** After a prospective contractor has been selected, the County and the prospective contractor(s) will negotiate a

contract for submission to the Board for its consideration and possible approval. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified proposer who submitted a proposal, as determined by the County.

- 9.2.4.3** The recommendation to award a contract will not bind the Board to award a contract to the prospective contractor.
- 9.2.4.4** The County retains the right to select a proposal other than the proposal receiving the highest number of points if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.
- 9.2.4.5** Proposer must respond to questions 1-9 on Exhibit 1, Organization Questionnaire/Affidavit of Appendix B, Required Forms. If a Proposer applies for both sectors, Proposer must indicate their preferred sector in Exhibit 1, Organization Questionnaire/Affidavit, of Appendix B, Required Forms, Question Number 8. If Proposer is determined to be the highest-ranking Proposer for both sectors, DPSS will consider the Proposer's preference, however, DPSS reserves the right to make the final determination on which sector the highest-ranking proposer will be recommended for an award. The Proposer's sector preference on Exhibit 1, Organization Questionnaire/Affidavit, of Appendix B, Required Forms does not guarantee a recommendation to the Board to award for that sector. If no sector is selected, no consideration will be given. In the event the top ranked Proposer declines the recommendation to be awarded for that particular sector, then the second highest ranked Proposer will be recommended for award of the contract.
- 9.2.4.6** Tiebreaker: If two proposals receive the same overall score in the same sector, the recommendation to award will be made to the proposer with the highest score in the Proposer's Approach to Providing Required Services (Proposal Section C) [See RFP paragraph 8.6.4].
- 9.2.4.7** If the tiebreaker described in RFP subparagraph 9.2.4.6 results in two proposals receiving the same score in the Proposer's Approach to Providing Required Services, the award will be made to the proposer with the highest score

in the Proposer's Approach to Providing High Road Jobs, Reporting, Equity, and Anti-Racism, Diversity and Inclusion (ARDI) (Proposal Section G) [See RFP paragraph 8.6.8].

### **9.3 Labor Law-Payroll Violations**

In evaluating proposals, the County will review a Contractor's history of labor law/payroll violations (including but not limited to violations or pending claims 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), and may deduct from one (1%) to ten (10%) percent of the total points awarded to Proposer (Proposer's total cumulative evaluation score) in accordance with established criteria identified in Appendix E, Guidelines for Assessment of Proposer Labor Law/Payroll Violations of this RFP. "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board before a contract is awarded.

## **10.0 PROTEST PROCESS OVERVIEW**

### **10.1 Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C, Solicitation Requirements Review (SRR) Request, to DPSS. A request for a SRR may be denied, in DPSS's sole discretion, if the request does not satisfy all of the following criteria:

- 10.1.1** The request is made within the time frame identified in the solicitation document (generally within ten (10) business days of the issuance of the solicitation document);
- 10.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
- 10.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 10.1.4** The request asserts either that:
  - 10.1.4.1** application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

**10.1.4.2** due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposers.

The SRR will be completed, and DPSS' determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

All requests for Solicitation Requirements Review must be submitted by mail, electronic mail, or in person by 5:00 P.M. on or prior to the due date listed in Section 1.0, Solicitation Information and Minimum Mandatory Requirements. It is the sole responsibility of the Proposer to ensure that the Solicitation Requirements Review Transmittal Form, Appendix C, is timely received by DPSS.

All hard copies are to be submitted to:

David Perez, Administrative Services Manager I  
Department of Public Social Services  
Contract Development Division, Section III  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor, East Annex  
City of Industry, CA 91746-3411

All Electronic mail (email) copies are to be submitted to [SGS-RFP@dpss.lacounty.gov](mailto:SGS-RFP@dpss.lacounty.gov).

Facsimile (Fax) will **not** be accepted.

## **10.2 Disqualification Review**

**10.2.1** A proposal may be disqualified from consideration because DPSS determined it was non-responsive at any time during the review/evaluation process. If DPSS determines that a proposal is disqualified due to non-responsiveness, DPSS will notify the proposer in writing.

**10.2.2** Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

**10.2.3** A request for a Disqualification Review may, in DPSS' sole discretion, be denied if the request does not satisfy all of the following criteria:

- 1) The person or entity requesting a Disqualification Review is a proposer (The proposer may only request a Disqualification Review for its own proposal submission);

- 2) The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 3) The request for a Disqualification Review asserts that DPSS' determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

**10.2.4** The Disqualification Review must be completed, and the determination will be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

**10.2.5** Proposer can also be disqualified for Subsection 6.6, Determination of Proposer Responsibility.

### **10.3 Department's Proposed Contractor Selection Review**

#### **10.3.1 Departmental Debriefing Process**

**10.3.1.1** Upon completion of the evaluation, DPSS will notify the remaining proposers in writing that DPSS is entering negotiations with another proposer. Upon receipt of the letter, any non-selected proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in DPSS's sole discretion, be denied if the request is not received within the specified timeframe.

**10.3.1.2** The purpose of the Debriefing is to compare the requesting proposer's response to the solicitation document with the evaluation document. The requesting proposer will be debriefed only on its response. Because contract negotiations are not yet complete, responses from other proposers will not be discussed, although DPSS may inform the requesting proposer of its relative ranking.

**10.3.1.3** During or following the Debriefing, DPSS will instruct the requesting proposer of the manner and timeframe in which the requesting proposer must notify DPSS of its intent to request a Proposed Contractor Selection Review (see paragraph 10.3.2, Proposed Contractor Selection Review), if the requesting proposer is not satisfied with the results of the Debriefing.

### **10.3.2 Proposed Contractor Selection Review**

Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this paragraph may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will be specified by DPSS.

A request for a Proposed Contractor Selection Review may, in DPSS' sole discretion, be denied if the request does not satisfy all of the following criteria:

- 10.3.2.1** The person or entity requesting a Proposed Contractor Selection Review is a proposer;
- 10.3.2.2** The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by DPSS);
- 10.3.2.3** The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - 1) DPSS materially failed to follow procedures specified in its solicitation document. This includes:
    - Failure to correctly apply the standards for reviewing the proposal format requirements.
    - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
    - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - 2) DPSS made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended contractor.
  - 3) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.



- 4) Another basis for review as provided by State or federal law; and

**10.3.2.4** The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for DPSS' alleged failure, the proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the DPSS representative will issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision will additionally instruct the proposer of the manner and timeframe for requesting a County Independent Review. (See Subsection 10.4, County Independent Review) below.

## **10.4 County Independent Review**

**10.4.1** Any proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by DPSS in DPSS's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 1) The person or entity requesting a County Independent Review is a proposer;
- 2) The request for a County Independent Review is submitted timely (i.e., by the date and time specified by DPSS); and
- 3) The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in paragraph 10.3.2, Proposed Contractor Selection Review above.

Upon completion of the County Independent Review, Internal Services Department will forward the report to DPSS, which will provide a copy to the proposer.

## **APPENDIX A**



### **SAMPLE CONTRACT BY AND BETWEEN**

**THE COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AND**

**(CONTRACTOR NAME)**

**FOR**

**SECURITY GUARD SERVICES  
(ENTER NAME OF SECTOR)**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)  
AND  
(CONTRACTOR)  
FOR  
SECURITY GUARD SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the County of Los Angeles, hereinafter referred to as "County" and (Contractor Name), hereinafter referred to as "Contractor." Contractor is located at (Enter Contractor Address).

**RECITALS**

WHEREAS, the County may contract with private businesses for Security Guard services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Security Guard services; and

WHEREAS, the Contractor represents that it possesses the necessary special skills, knowledge, and technical competence and sufficient staffing to provide the Security Guard services required herein; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Security Guard services required herein; 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 covenant contained herein, and for goods and valuable consideration, the parties agree to the following:

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## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, and P 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.

### **STANDARD EXHIBITS:**

- 1.1** Exhibit A Statement of Work (SOW)
- 1.2** Exhibit A-1 SOW Attachments
- 1.3** Exhibit B Pricing Schedule
- 1.4** Exhibit C Contractor's Budget
- 1.5** Exhibit D County's Administration
- 1.6** Exhibit E Contractor's Administration
- 1.7** Exhibit F Forms Required at the Time of Contract Execution
  - F-1 Contractor Acknowledgement and Confidentiality Agreement
  - F-2 Contractor Employee Acknowledgement and Confidentiality
  - F-3 Contractor Non-Employee Acknowledgement and Confidentiality
- 1.8** Exhibit G Safely Surrendered Baby Law
- 1.9** Exhibit H Payroll Statement of Compliance

### **UNIQUE EXHIBITS:**

- 1.10** Exhibit I Business Associate Agreement Under The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.11** Exhibit J Charitable Contributions Certification
- 1.12** Exhibit K Information Security and Privacy Requirements



- 1.13 Exhibit L Sample Monthly Invoices
- 1.14 Exhibit M Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. PART 76)
- 1.15 Exhibit N Civil Rights Complaint – Contractor Form and Flowchart
- 1.16 Exhibit O Contractor's Certification of Office Location
- 1.17 Exhibit P Nepotism Policy Statement of Understanding

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 Subsection 8.1, Amendments and Change Notices and signed by both parties.

## 2.0 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 **Acceptable Quality Level (AQL):** The minimum performance percent that can be accepted and still meets the Contract standard for satisfactory performance. The AQL does not imply that it is acceptable to vary from the standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact that less than standard performance may sometimes be unintentional. However, County expects professional service delivery to be provided at all times.
- 2.2 **Administrative File:** An administrative file as described in Exhibit A, SOW, paragraph 6.3.3.
- 2.3 **Advancing High Road Jobs Initiative:** The County initiative aims to address workforce development and economic equity in Los Angeles County by directly contributing to the growth of local employment opportunities in the private and public sector, including County government contracts
- 2.4 **Anti-Racism, Diversity, and Inclusion (ARDI):** Anti-Racism is the work of actively identifying and eliminating racism by changing systems, organizational structures, policies, and practices so that power is redistributed and shared equitably, thereby improving access to resources

and information. Diversity is the inclusion of different types and or groups of people (such as people of varying sex, race, or culture) in a group or organization. Inclusion is act of creating environments, in which any individual or group can feel and be welcomed, respected, valued, and supported to fully participate.

- 2.5 Armed PSO Supervisor Daily Activity Report:** A Contractor form used by the Armed PSO Supervisor to log events throughout the day at their assigned Location(s).
- 2.6 Armed PSO Supervisor Sign In/Out Sheet:** A Contractor form used by the Armed PSO Supervisors to sign in and out of their County assignment on a daily basis.
- 2.7 Auditor-Controller (A-C):** The County of Los Angeles Department designated to receive payment authorization(s) and issue checks. The A-C also performs County audit functions.
- 2.8 Bilingual:** The ability to speak and understand English and another language.
- 2.9 Board of Supervisors (Board):** The Board of Supervisors is the governing body of the County of Los Angeles.
- 2.10 Budget:** The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:
  - 2.10.1 Direct Costs:** Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
  - 2.10.2 Indirect Costs:** General Accounting/Bookkeeping, Management Overhead and other (specified).
  - 2.10.3 Total Cost to Contract Services:** The total cost to Direct and Indirect Costs.
- 2.11 Business Day:** Monday through Friday, excluding County observed holidays.
- 2.12 Calendar Days:** All days of the week including Saturdays, Sundays and holidays.
- 2.13 Competitive Wage:** A salary or hourly rate that is comparable to or higher than the average compensation offered in the industry for similar positions

and in the same geographic area that allows employees to cover basic expenses, such as food, housing, and healthcare.

- 2.14 Contract:** This agreement, executed between the County and the Contractor, which includes 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 including the SOW, Exhibit A.
- 2.15 Contract Administration and Monitoring (CAM):** The contracting division responsible for the monitoring and maintenance of contracts after they have been executed by the Director of DPSS or designee.
- 2.16 Contract Close-out Report:** The last income statement report (final fiscal close-out report), to be submitted in the form and manner designated by the County Contract Administrator, with a deadline to be announced for the Security Guard Services contract, including the reporting of expenses and accruals through the end of the contract term.
- 2.17 Contract Development Division (CDD):** The contracting division responsible for the development of solicitations, procurement by negotiations, Amendments.
- 2.18 Contract Discrepancy Report (CDR):** The report that is issued when the performance of the Contractor is unacceptable, Contractor failed to adhere to the Contract Terms and Conditions, and/or when the number of discrepancies found during contract monitoring exceeds the number of discrepancies allowed by the Acceptable Quality Level.
- 2.19 Contractor:** The person or persons, sole proprietor, partnership, corporation, or other legal entity who has entered into a contract with the County to perform or execute the work covered by this Contract.
- 2.20 Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
  - 2.20.1 Contractor Contract Manager Back-up:** The individual designated by the Contractor to fill in for the designated Contractor Contract Manager in the event of his/her absence.
- 2.21 Contractor Project Manager:** The person designated by Contractor who is an employee of the Contractor, assigned to act as a liaison with DPSS, and is responsible for the overall management and coordination of security services for this Contract. The Contractor Project Manager will also perform administrative duties for Contractor, such as time-keeping, payroll support, and Department and County Facility Proprietor interface, at a dedicated Location, as set forth in Exhibit A-1, SOW Attachment,

Attachment 2, Minimum Staffing Plan by Zone.

- 2.22 County:** The County of Los Angeles, a body corporate and politic, and political subdivision of the State of California, and where appropriate herein, “County” refer to Board of Supervisors, the governing body of the County, or any duly authorized management representative as herein defined.
- 2.23 County Contract Administrator (CCA):** Persons with responsibility to oversee the day-to-day administration and activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, invoices, and other work provided by the Contractor.
- 2.24.1 County Contract Administrator Back-up:** The individual designated by the County to fill in for the designated County Contract Administrator in the event of his/her absence.
- 2.24 County Contract Director (CCD):** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA.
- 2.25 County Contract Program Monitor (CCPM):** Person with the responsibility of providing direction to the Contractor in the areas of County policy, provide assistance to the County Contract Administrator in overseeing the day-to-day administration of this Contract, monitor and evaluate all tasks, deliverables, goods, and services, and ensure all outcomes are met.
- 2.26 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/>.
- 2.27 Day(s):** Calendar day(s) unless otherwise specified.
- 2.28 Department of Public Social Services (DPSS):** The County of Los Angeles department responsible for providing social and financial services to eligible persons in the County of Los Angeles.
- 2.29 Director:** The Director of DPSS, County of Los Angeles, or designee.
- 2.30 District Director:** Head administrator over DPSS District Office location
- 2.31 DPSS Security Analyst:** The person who is the main point of contact for the Facility Proprietors for all security related matters and/or

requests. Coordinate modification of Security Guard duties with Security partners and in coordination with the Facility Proprietor.

- 2.32 DPSS Security Coordinator:** The person(s) responsible for the coordination of security services for DPSS by collaborating with DPSS Facility Proprietors, security experts, and security services providers such as the Los Angeles Sheriff Department and private security guard vendors. Also, the DPSS Security Coordinator, serves as the department's subject matter expert for this contract.
- 2.33 Electronic Post Confirmation System:** The automated check-in system which verifies posts are staffed and alerts a dispatcher when a Security Guard or Armed PSO Supervisor has not reported for duty. Data from the system is then used to create a Contractor invoice for services.
- 2.34 Facility Discrepancy Report:** The report that is issued by the Facility Proprietor when the performance of the Contractor is unacceptable, or the Contractor failed to adhere to the Contract Terms and Conditions.
- 2.35 Facility Proprietor:** The County employee or lead administrator responsible for overseeing the daily operations of a facility to ensure a safe, clean, and efficient environment for employees and visitors. Facility Proprietor will be responsible for all decisions concerning security in the facility.
- 2.36 Fiscal Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.37 General Post Order –** Proprietary documents written by the County that clearly outline duties, responsibilities, and expectations of all classifications of all Security personnel in each respective DPSS office, as set forth in Exhibit A, SOW, subparagraph 5.2.5.1, Post Orders.
- 2.38 High Road Jobs:** Employment opportunities that are part of a strategy to ensure equitable accessibility to quality jobs that provide family-sustaining wages, benefits, and long-term career growth, often the direct result from efforts such as High Road Training Partnerships developed under workforce development systems.
- 2.39 High Road Training Partnership:** Create strong, collaborative frameworks that bring together industries, education, training providers, labor groups, and communities to ensure that training models are both responsive to market demands and supportive of job quality, equity, and sustainability.

- 2.40 Living Wage Compliance Forms:** The County forms that are submitted by the Contractor on a monthly basis to comply with Living Wage Ordinance reporting requirements.
- 2.41 Location/Facility:** A County work site or service location such as district offices, facilities, or parking lots where security personnel perform Security Guard related duties at Post.
- 2.42 Maximum Annual Contract Sum:** The total monetary amount that would be payable by the County to the Contractor in any Contract year for providing the required services under this Contract, as specifically set forth on Exhibit C, Contractor's Budget.
- 2.43 Maximum Contract Sum:** The total monetary amount that would be payable by the County to the Contractor for providing the required services under this Contract for the entire term of this Contract, including all extension options, as specifically set forth on Exhibit C, Contractor's Budget.
- 2.44 Monthly Inspection Report (MIR):** The report that the Contractor will provide to the County on a monthly basis to apprise the County of implementation progress, program accomplishments, and statistical data, consistent with Monthly Inspection Report detailed in the Statement of Work, Subsection 8.3.
- 2.45 Nepotism:** Favoritism shown to close relatives and closely related employees, which include father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild, uncle, aunt, cousin, niece, nephew, half-brother, half-sister, stepbrother, stepsister, adoptive child, adoptive parents, foster parents, foster child(ren), registered domestic partners, unregistered domestic partner (e.g., boyfriend/girlfriend, boyfriend/boyfriend, girlfriend/girlfriend living together but not registered), guardianship (e.g., preserver, custodian, ward and/or trustee of any Contractor employee.
- 2.47 Office of Emergency Management:** DPSS' Emergency Management Section is responsible for coordinating emergency Mitigation, Response and Recovery activities during disasters affecting Los Angeles County. OEM is also the section responsible for developing and maintaining internal emergency plans.
- 2.48 Office of Employee Safety, Security, and Emergency Management:** Section responsible for the health, safety, and well-being of County employees, as well as coordination of Emergency activities in DPSS.

- 2.49 Open Post:** Any Post left unmanned for any period of time, including breaks and meal periods.
- 2.50 Performance Outcome Measure:** The outcomes that are used to measure Contract performance. Performance Outcome Measures are the intended result that will occur from carrying out the service that is being contracted.
- 2.51 Performance Requirements Summary (PRS):** A document furnished by the County that identifies and summarizes elements of this Contract that the County will be evaluating to ensure that Contractor performance standards are met by the Contractor.
- 2.52 Post:** A Security Guard assignment within a Location/Facility.
- 2.53 Quality Assurance Plan:** All necessary measures taken by County to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.54 Quality Control:** All necessary measures taken by Contractor to assure that the quality of services will meet Contract requirements.
- 2.55 Sample Size:** The number of units or services to be checked in a given time period.
- 2.56 Sector:** The geographical area that encompasses specific Zones where Security Guard Services will be provided.
- 2.57 Security Guard Daily Activity Report:** A Contractor form used by Security Guards to log events throughout the day at their assigned Location.
- 2.58 Security Guard Sign In/Out Sheet:** A Contractor form used by Security Guards to sign in and out of their County assignment on a daily basis.
- 2.59 Security Incident Report (SIR):** A form used to report security incidents as set forth in Exhibit A, SOW, subparagraph 5.2.5.2.
- 2.60 Security Services:** Security services are provided in the specific Locations identified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, by the following Security classifications that include, but not limited to:
- 2.60.1 Armed Protection Security Officer (PSO):** A security professional who has experience beyond the standard security guard duties, often with specialized training, experience, and a

focus on high-risk or critical environments, and who is dedicated to providing top-tier security.

**2.60.2 Armed Protection Security Officer (PSO) Supervisor:** A person designated by the Contractor that is an employee of the Contractor and that is assigned to perform supervisory duties as set forth in Exhibit A, SOW, Subsection 7.4, Armed PSO Supervisor Duties. The Armed PSO Supervisor oversees a team of Security Guards in the specific Locations identified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone.

**2.60.3 Armed Security Guard:** A security professional designated by the Contractor that is an employee of the Contractor and that is assigned to perform the Security Guard duties as set forth in Exhibit A, SOW, Subsection 7.3, Security Guard Duties, Restrictions, and Obligations.

**2.60.4 Lead Supervisor:** Oversees, instructs, and coordinates the activities of Armed PSO Supervisors and Security Guards at multiple sites. Monitors and coordinates shift activities according to schedule requirements and staff availability. Establishes and coordinates work schedules and post coverage. Makes necessary changes to schedules in the event of unexpected absences.

**2.60.5 Unarmed Security Guard:** A security professional that provides security services without carrying a firearm, but is equipped with other non-lethal weapons, such as a baton or pepper spray. Examples of the duties may include, but are not limited to, observing security cameras and alarms to detect potential threats or incidents, verifying and controlling access to restricted areas, providing assistance and information to customers or visitors, managing crowds in busy areas, and documenting incidents and other relevant information.

**2.61 Standard:** A minimum requirement set by the County for the Contractor to perform a service or activity.

**2.62 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.

**2.63 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract. Subcontractors are prohibited from providing Security Guard Services.



- 2.64 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, 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.
- 2.65 Training Compliance Report:** A Contractor form developed as specified in Exhibit A, SOW, paragraph 8.8.1, Training Tracker, Training Compliance Report, and Notification of Required County Training, to document all required training requirements and status.
- 2.66 Training File:** A Contractor file developed as specified in Exhibit A, Statement of Work, paragraph 8.8.2, Armed Security Guard and Armed PSO Supervisor Training File, which contains copies of: records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County.
- 2.67 Transition Period:** The period before the expiration of the current Contract and the beginning of any future contract. The transition period will be used to provide training to contracted staff.
- 2.68 Zone:** DPSS' six (6) operational areas of service for this Contract.

### **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, goods, 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.
- 3.3** Contractor must establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract.

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract will be three (3) years and one (1) month, commencing from \_\_\_\_\_, or upon execution by the County's Board, whichever is later, through \_\_\_\_\_ 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 two (2) additional one (1) year periods for a maximum total contract term

not to exceed five (5) years. Each such extension option may be exercised at the sole discretion of the Director of DPSS or designee as authorized by the Board.

**4.3** The County maintains databases that track/monitor Contractor performance history. Information entered into the databases 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 DPSS 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 DPSS at the address herein provided in Exhibit D, County's Administration.

**4.5 Completion of Contract**

Thirty (30) calendar days prior to expiration of this Contract (or shorter time period as determined by County), the Contractor must allow the County or newly selected Contractor a transition period for orientation purposes and the orderly transition of the Contractor's current operation without additional costs to the County. The Contractor will continue to process work timely/accurately so that the operation is current at expiration of the Contract. If the Contractor fails to adhere to the above work and standards, the County will have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

**5.0 CONTRACT SUM**

**5.1** The Contract sum under this contract will be the total maximum monetary amount payable by the County to the Contractor for performing all tasks, deliverables, goods, services, and any other work required under this Contract. The Contractor will provide services at the rates set forth on Exhibit B, Pricing Schedule. Such rates will be firm and fixed for the term of the Contract and the option years. Contract amounts are contingent upon the availability of funding.

**5.1.1** The maximum annual Contract sum will not exceed the amount below:

6/1/2026 – 6/30/2027: \$ X,XXX,XXX

7/1/2027 – 6/30/2028: \$ X,XXX,XXX

7/1/2028 – 6/30/2029: \$ X,XXX,XXX

**5.1.2** Should the contract be extended, the maximum annual Contract sum for each of the option years will be:

7/1/2029 – 6/30/2030: \$ X,XXX,XXX

7/1/2030 – 6/30/2031: \$ X,XXX,XXX

- 5.1.3** DPSS may increase the total contract amount by up to 20%, 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 DPSS 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 the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this Contract must not constitute a waiver of the County's right to recover such payment from the Contractor.

## **5.5 Invoices and Payments**

- 5.5.1** The Contractor must invoice the County electronically, using the County's Billing Processing System and providing all required

supporting documentation, only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, SOW, 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. Contractor must provide hard copies of Invoice and supporting documentation upon request by County.

**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's invoices must contain the information set forth in Exhibit A, SOW, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Contractor invoices and supporting documentation should list the information listed below:

- a. Contractor name and address;
- b. Contract number;
- c. Invoice number and date;
- d. Start and end date of billing cycle;
- e. Location/Facility name and address;
- f. Payment terms;
- g. Unit price extended and totaled;
- h. Quantity/hours delivered by location and date;
- i. Employee hours, beginning and end; and
- j. Employee name and identification.

**5.5.4** The Contractor must submit their monthly invoices to the County through the County's Billing Processing System by the 15<sup>th</sup> calendar day of the month following the month of service. If the 15<sup>th</sup> falls on a weekend or holiday, the invoice will be due the next business day. No invoice will be approved for payment unless required supporting documentation and the following exhibits to this contract are completed and included with the monthly invoice:

- Exhibit H (Payroll Statement of Compliance)
- Exhibit A-1, SOW Attachment 7 (Living Wage Staffing Plan)

The invoices must be sent to the County Contract Administrator listed in Exhibit D, County's Administration.

**5.5.5** The County may delay the last payment due hereunder until six months after the termination of the Contract. The Contractor will be liable for payment within thirty (30) days of written notice of any offset authorized by the Contract not deducted from any payment made by the County to the Contractor.

**5.5.6** Prior to receiving final payment hereunder, the Contractor will submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.

**5.5.7** The County will not be liable for billings submitted one year or more after any services rendered under this Contract.

**5.5.8 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County Contract Administrator 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.

**5.5.9** The Contractor will be required to complete an electronic signature validation process in order to submit all invoices and back-up information electronically in the Contract Billing Processing System. Prior to invoice submission, the Contract Billing Processing System user must comply with the electronic signature procedure. The Contractor will also be required to submit a hard copy, original signature page of the monthly invoice as requested by the County.

**5.5.10 Payment for Court Appearances and/or County Investigations**

**5.5.10.1** Security Guards and PSO Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that the Security Guard or PSO Supervisor is called upon as a witness for a job-related incident, the

County will reimburse the Contractor (as set forth in this paragraph 5.5.10 and Subsection 5.4, Court Appearances and/or County Investigations of Exhibit A, Statement of Work, for court appearances or investigation interviews, based on review and approval by County Contract Administrator.

**5.5.10.2** The County will pay up to eight (8) hours per day of straight time for each summoned Security Guard or PSO Supervisor when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during Security Guard or PSO Supervisor's normal work shift, the Contractor must provide back-up coverage which will be reimbursed at straight time.

**5.5.10.3** The Contractor will list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting documentation, such as copy of the police report, Security Incident Report (as specified in Subsection 5.4, Court Appearances and/or County Investigation and Section 8.0, Reporting Requirements of Exhibit A, Statement of Work), subpoena, and/or written request for appearance. County Contract Administrator will have the discretion to approve or deny invoice payment request based upon the documentation presented.

**5.5.11** The Contractor may request a copy of the County's monthly invoice reconciliation report. The County's monthly invoice reconciliation report outlines changes and deductions to the Contractor's invoice. The Contractor's negotiation of a County-issued check for payment evidences the Contractor's Agreement with the County's changes and deductions to the Contractor's invoice.

**5.5.12 No Out-of-Pocket Expenses**

The Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by the County. Accordingly, the Contractor's invoices will not include out-of-pocket expenses.

**5.5.13 Contractor Responsibility:** The Contractor is responsible for the accuracy of the invoices submitted to the County. Further, it is the

responsibility of the Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoice submitted by Contractor.

**5.5.14 County's Right to Withhold:** In addition to any rights of the County provided in this Contract, or at law or in equity, County may, upon notice to the Contractor, withhold payment for any work while Contractor is in default hereunder, or at any time that Contractor has provided County approved work.

**5.5.15 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 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

**5.6.1** 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 a 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).

**5.6.2** 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.

**5.6.3** 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.

**5.6.4** 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 Administration**

A listing of all County Administration referenced in the following subsections are designated in Exhibit D, County's Administration. The County will notify the Contractor in writing of any changes in the names or addresses shown.

### **6.2 County Contract Director (CCD)**

The County will designate one person who will have the authority to act as the CCD on all matters pertaining to this Contract. Responsibilities of the CCD or alternate include:

- 6.2.1** Ensuring that the objectives of this Contract are met;
- 6.2.2** Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in Subsection 6.3 below; and
- 6.2.3** Negotiating with Contractor changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments and Change Notices.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 Supervising County Contract Administrator (SCCA)**

The County will designate one person who will have the authority to act as the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

- 6.3.1** Overseeing the overall management and coordination of the operations of this Contract; and
- 6.3.2** Providing direction to the Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator, who is described in Subsection 6.4 below.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.



#### **6.4 County Contract Administrator (CCA)**

- 6.4.1** The County will designate one person who will have the authority to act as the CCA on all matters pertaining to this Contract. County will notify the Contractor in writing within five (5) business days of any change in the name or address of the CCA. Responsibilities of the CCA or alternate include:
- 6.4.2** Overseeing the day-to-day administration of this Contract;
- 6.4.3** Providing direction to the Contractor in the areas relating to the contract, information, invoicing, and procedural requirements; and
- 6.4.4** Ensuring all outcomes of Contract are met;
- 6.4.5** Evaluating any and all tasks, deliverables, services, or other work provided by or on behalf of the Contractor; and
- 6.4.6** Meeting with the Contractor's Contract Manager on an as needed basis.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

#### **6.5 DPSS Security Coordinator**

County will designate one person who will have the authority to act as the DPSS Security Coordinator on all policy, and operational matters of the Contract. The responsibilities of the DPSS Security Coordinator or alternate include:

- 6.5.1** Coordinating security services for the Department; and
- 6.5.2** Preparing Contract Discrepancy Reports; and
- 6.5.3** Meeting with the Contractor's Project Manager on a regular basis.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

#### **6.6 County Contract Program Monitor (CCPM)**

County will designate staff that will have the authority to act as CCPM. Responsibilities of the CCPM include:

- 6.6.1** Providing assistance to the CCA in overseeing the day-to-day administration of this Contract;

- 6.6.2** Monitoring and evaluating Contractor's performance in providing appropriate services as specified in the Contract; and
- 6.6.3** Monitoring Contractor for contractual compliance and preparing monitoring reports for the Contract.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following subsections is designated in Exhibit E, Contractor's Administration. The Contractor will notify the County Contract Administrator in writing, within two business days, of any change in the name, address and telephone number of any of the Contractor's Authorized Officials designated in Exhibit E, Contractor's Administration.

### **7.2 Contractor Project Manager**

- 7.2.1** The Contractor Project Manager is designated in Exhibit E, Contractor's Administration. The Contractor must notify the County in writing of any change in the name or address of the Contractor Project Manager.
- 7.2.2** The Contractor Project Manager will be responsible for the supervision and administrative duties for the Contractor, such as time-keeping, personnel and payroll support. The Contractor Project Manager will also interface with the DPSS Security Coordinator, County Contract Administrator, District Director, and Facility Proprietors.

### **7.3 Lead Supervisor**

- 7.3.1** The Lead Supervisors are designated on Exhibit E, Contractor's Administration. The Contractor must notify the County in writing of any change in names or addresses of each Lead Supervisor.
- 7.3.2** The Lead Supervisors will assist in the development of short-term and long-term security strategies that align with DPSS' security objectives, and in the development and implementation of comprehensive incident responses plans and other responsibilities outlined in Exhibit A, SOW, Section 6.0, Contractor Responsibilities, paragraph 6.1.3, Lead Supervisor.

## **7.4 Contractor's Contract Manager**

- 7.4.1** The Contractor's Contract Manager is designated in Exhibit E, Contractor's Administration. The Contractor will notify the County in writing of any change in the name or address of the Contractor's Contract Manager.
- 7.4.2** Contractor's Contract Manager and alternate/backup who will act as the primary liaison with DPSS and be responsible for overall management and coordination of this Contract must have experience and qualifications outline in Exhibit A, SOW.
- 7.4.3** Contractor's Contract Manager or alternate/backup will be responsible for Contractor's day-to-day activities as related to this Contract and will coordinate with CCA on a regular basis.
- 7.4.4** The Contractor's Contract Manager and backup will be identified in writing prior to this Contract award and at any time thereafter as change of Contractor's Contract Manager or backup is made. Specifically, the Contractor's Contract Manager, or his/her backup, will:
- Have full authority to act for the Contractor on all matters relating to the daily operation of this Contract.
  - Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on County holidays.
  - Be able to read, write, speak and understand English fluently.

## **7.5 Approval of Contractor's Staff**

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

## **7.6 Contractor's Staff Identification**

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, identifying employee by name and company.

## **7.7 Background and Security Investigations**

- 7.7.1** 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.

- 7.7.2** 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.
- 7.7.3** 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.
- 7.7.4** These terms will also apply to subcontractors of County contractors.
- 7.7.5** Disqualification of any member of Contractor's staff pursuant to this Subsection 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.8 Confidentiality**

- 7.8.1** The 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.
- 7.8.2** The Contractor must indemnify, defend, and hold harmless the 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 Subsection 7.8, as determined by the County in its sole

judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subsection 7.8 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.

- 7.8.3** The Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.8.4** The Contractor must sign and adhere to the provisions of Exhibit F-1, Contractor Acknowledgement and Confidentiality Agreement.
- 7.8.5** The Contractor must cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-2, Contractor Employee Acknowledgement and Confidentiality Agreement, which is to be kept in each employee's personnel folder.
- 7.8.6** The Contractor must cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-3, Contractor Non-Employee Acknowledgement and Confidentiality Agreement.
- 7.8.7** With respect to any confidential information obtained by Contractor pursuant to the Contract, Contractor will: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Contract, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, return all such records and information to County or maintain such records and information to County or maintain such records and information according to the written procedures sent to Contractor

by County for this purpose.

**7.8.8** Without limiting the generality of Subsection 7.8 of this Contract, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity for disclosure of any such details, Contractor will immediately notify the DPSS Security Coordinator. Thereafter, Contractor will comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor will delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County must have been given a reasonable opportunity to obtain such relief.

**7.8.9** Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Contract Administrator as proprietary or confidential, and must be plainly and prominently marked by Contractor as “proprietary” or “confidential.” County will undertake reasonably to maintain the confidentiality of materials marked by Contractor as “proprietary” or “confidential.” Notwithstanding any other provision of this Contract. County will not be obligated in any way under this Contract for:

1. Any of Contractor’s proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
2. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
3. Any materials indicating the volume, frequency and type of goods and services provided by Contractor.

## **7.9 Nepotism**

**7.9.1** Contractor will prevent Nepotism by ensuring that employees who are close relatives are not assigned within the same organization unit having the same immediate supervisor, nor will they be assigned to positions of interlocking trust in the handling of negotiable documents or control of security systems. Also, employees will not supervise, nor be supervised by, a closely related immediate supervisor or higher-level supervisor or manager. Any employee who is in the same organizational unit

having the same immediate supervisor with a close relative, or who is supervised by, or supervises a close relative, must fill out Contract, Exhibit P, and report, in writing, that situation to County Contract Administrator listed in Contract, Exhibit D, within fifteen (15) days from start date of this Contract.

**7.9.2** For new hires, the Nepotism Policy Statement of Understanding, Contract, Exhibit P, will be completed during the hiring process. The original copy of this form will be kept in the employee's Office Personnel File. All Contractor employees are required to adhere to this policy.

**7.9.3** County reserves the right to request that employees in a nepotism situation, or employees who fail to properly disclose a nepotism situation, be removed from performing services under this Contract.

## **7.10 Other Contractor Personnel**

**7.10.1** Contractor must Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.

**7.10.2** Contractor will be responsible for removing and replacing, within twenty-four hours, any Contractor employee performing services under this Contract and ensuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the County.

**7.10.3** Contractor must furnish supervisory, administrative, and direct services personnel to accomplish all work required by this Contract.

**7.10.4** Contractor will provide bilingual, culturally sensitive staff for all public contract positions.

**7.10.5** Contractor will have an active recruitment program that will ensure staff turnover is prompt.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Notices**

The County reserves the right to change any portion of the work required under the Contract or amend such other terms and conditions which may become necessary. Any such revision will be accomplished in the following manner:

- 8.1.1** The County reserves the right to initiate Change Notices that do not materially affect the scope of work, term, Contract amount, payments, or any other material term or condition included under this Contract. A Change Notice will be prepared and signed by the County Contract Director and the Contractor.
- 8.1.2** For any changes which materially affect the scope of work, contract term, contract sum, payments, or any term and condition included in the Contract, a negotiated amendment to the Contract must be prepared and executed by Contractor and the Director of DPSS or designee.
- 8.1.3** The County's Board or Chief Executive Officer (CEO) 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 CEO. To implement such changes, an Amendment to the Contract must be prepared by the County and executed by the Contractor and the County.
- 8.1.4** The Director of DPSS or designee, may at their sole discretion, authorize extensions of time as defined in Section 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 Director of DPSS or designee.

### **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** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4** 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**

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

### **8.5.2 Complaint Procedures**

**8.5.2.1** Within ten (10) 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.

**8.5.2.2** The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.

**8.5.2.3** If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.

**8.5.2.4** 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.

**8.5.2.5** The Contractor must preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

**8.5.2.6** 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, as referenced in Exhibit A, Statement of Work, Section 3.0, Quality Control, Subsection 3.6, Contract Discrepancy Report.

**8.5.2.7** Copies of all written responses must be sent to the County Contract Administrator within three (3)

business days of mailing to the complainant.

- 8.5.2.8** The Contractor must maintain a complaint log of all complaints received from Security Guards and Security Guards Supervisors, members of the public, and/or County personnel.
- 8.5.2.9** The complaint log will contain the date of receipt of the complaint, name of the complainant, nature of the complaint, time and action taken or reason for inaction. An updated copy of the complaint log will be made available to DPSS Security Coordinator and a copy to the County Contract Administrator.
- 8.5.2.10** Complaints relating to employee appearance, attitude, or work performance will be recorded in the complaint log pursuant to 8.5.2.9 above, and an immediate notification must be made to DPSS Security Coordinator and a copy to the County Contract Administrator.

### **8.5.3 Civil Rights Complaints**

Contractor will follow steps outlined in the Civil Rights Complaint Flowchart Process for Contractors. Contractor must provide complaining party with a PA 607, Complaint of Discriminatory Treatment Form or the GEN 1179, Complaint of Discrimination Form, in the participants' designated/preferred language and request DPSS staff to assist the participant with completing the form if requested. Complainant may also file a complaint by completing a written statement or by calling the Civil Rights Complaint Hotline at (562) 908-8501. Contractor must ensure that all complaints of discriminatory treatment, including alleged ADA violations, are listed/maintained on an internal complaint log. Contractor must designate a Contractor Contract Manager to act as a Civil Rights Liaison between Contractor and the County Contract Administrator. The Contractor Contract Manager/Civil Rights Liaison must forward all PA 607s and GEN 1179s received to the County Contract Administrator within two (2) business days. County Contract Administrator will immediately forward written statements and forms received to the DPSS Civil Rights Section for investigation. Contractor Contract Manager/Civil Rights Liaison must not attempt to investigate Civil Rights complaints. Investigations are handled by the Civil Rights Section.

## **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. These must include, but are not limited to:

1. Federal Civil Rights Act of 1964 Title VI and VII (as amended);
2. Rehabilitation Act of 1973 (as amended);
3. Age Discrimination Act of 1975;
4. Food Stamp Act of 1977 (as amended);
5. Americans with Disability Act of 1990 (as amended)
6. California Welfare & Institutions Code (WIC);
7. California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP);
8. CDSS Operations Manual;
9. Social Security Act;
10. State Energy and Efficiency Plan (Title 24, California Administrative Code);
11. Clean Air Act (42 U.S.C. 7401-7671q);
12. Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
13. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15);
14. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}; and
15. Various State regulations and releases listed on several attached Exhibits.

- 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 Title VI and Title VII of the Federal Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Food Stamp Act of 1977, as amended; the ADA of 1990, as amended; WIC Section 10000; CDSS MPP, Division 21; and other applicable federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, Contractor will not discriminate on the basis of race, color, ancestry, national origin (including language), ethnic group identification, political affiliation, citizenship, immigration status, religion, marital status, domestic partnership, age, physical or mental disability, medical condition, sex, gender, gender identity or expression, sexual orientation, and genetic information, or retaliate against an individual engaging in a protected activity, such as filing a complaint, complaint, testifying or participating in any manner in any investigation, proceeding, or hearing, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**8.7.1** In addition, Contractor must abide by the provisions contained in the current DPSS Civil Rights Training Handbook, which was developed in compliance with the Civil Rights Resolution Agreement (RA) between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services (DHHS). The Civil Rights Training Handbook incorporates the Civil Rights requirements of the RA along with all other mandated federal and State requirements that must be adhered to by DPSS and its

Contractors. Contractors must ensure that public contact staff attend mandatory Civil Rights Training every two years and ADA Title II training every year, retaining verification on file and providing to the CCA upon request. If the Contractor does not have an established Civil Rights training or ADA Title II training, staff will be required to attend DPSS provided Civil Rights training. Contractor should contact the County Contract Administrator to coordinate said trainings.

- 8.7.2** When customer language is a communication barrier, contractor must request assistance by available DPSS staff. When customer disabilities or disability related needs represent admission challenges, contractor must request assistance by available DPSS staff.

## **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**

- 8.8.2.1** 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](#)), 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 (5) 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.

- 8.8.2.2** 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.

**8.8.2.3** 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.

**8.8.2.4** 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 Greater Avenues for Independence (GAIN)/Skills and Training to Achieve Readiness for Tomorrow (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 DPSS GAIN Program or 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](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto: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**

- 8.12.4.1** 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.
- 8.12.4.2** 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.
- 8.12.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4** 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.

**8.12.4.5** 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.

**8.12.4.6** 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 of Supervisors. The Board of Supervisors 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 non-citizens and others and that all its employees performing work under this Contract meet the citizenship or non-citizen 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 Subsection 8.1, Amendments and Change Notices, 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 specifically excluding any incidents where security is needed to protect the public from imminent danger of injury or damage to property or to enforce evacuations and curfews, 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 Subsection 7.8, 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 Subsection 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**

**8.24.2.1** 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.

**8.24.2.2** 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 insurance policies at any time.

**8.24.2.3** 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 National Association of Insurance Commissioners (NAIC) 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.

**8.24.2.4** 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.



**8.24.2.5** Certificates and copies of any required endorsements must be sent to the County Contract Administrator listed in Exhibit D.

**8.24.2.6** 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 of Los Angeles, 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 the 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 the 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 Insurance Services Office, Inc. (ISO) 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.

### 8.25.4 Property Coverage

Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

### **8.25.5 Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

### **8.25.6 Professional Liability/Law Enforcement Liability:**

Insurance covering Contractor's liability arising from or related to law enforcement activities that include acts of false arrest, excessive force, violation of civil rights and invasion of privacy, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than two years following this Agreement's expiration, termination, or cancellation.

## **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 can

be up to one hundred dollars (\$100) per day per infraction, or as specified in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary [PRS], Chart of this Contract, hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount may 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 (including language), sex, age, physical or mental disability, marital status, domestic partnership, ethnic group identification, citizenship, immigration status, medical condition, gender, gender identity or expression, sexual orientation, genetic information, and political affiliation, and will not be retaliated against for engaging in a protected activity, such as filing a complaint, complaint, testifying or participating in any manner in any investigation, proceeding, or hearing, 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:

**8.28.2.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

**8.28.2.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

**8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

**8.28.2.4** 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.

**8.28.3** 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 (including language), sex, age, physical or mental disability, marital status, domestic partnership, ethnic group identification, citizenship, immigration status, medical condition, gender, gender identity or expression, sexual orientation, genetic information, 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 (including language), sex, age, physical or mental disability, marital status, domestic partnership, ethnic group identification, citizenship, immigration status, medical condition, gender, gender identity or expression, sexual orientation, genetic information, 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, domestic partnership, ethnic group identification, citizenship, immigration status, medical condition, gender, gender identity or expression, sexual orientation, genetic information, 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 Subsection 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

**8.28.7** If the County finds that any provisions of this Subsection 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 Contract Administrator and/or Supervising County's Contract Administrator any



dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator or Supervising County's Contract Administrator 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 Exhibits E, Contractor's Administration. Notices to the County shall be addressed to the CCA as identified in Exhibit D, County 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 Subsection 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:

- 8.37.1.1** The Contractor must develop all publicity material in a professional manner; and
- 8.37.1.2** 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 Contract Administrator.
- 8.37.1.3** In no event will Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

- 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 Subsection 8.37, Publicity, 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). Failure on the part of the Contractor to comply with any of the provisions of this Subsection 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 written 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 the County Contract Administrator listed on Exhibit E, County's Administration.

**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 Subsection 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 Subsection 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:

**8.42.2.1** Stop work under this Contract on the date and to the extent specified in such notice, and

**8.42.2.2** 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 Subsection 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 the County Contract Administrator:

**8.43.1.1** Contractor has materially breached this Contract; or

**8.43.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

**8.43.1.3** 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 Subsection 8.43, Termination for Default, it is determined by the County that the Contractor was not in default under the provisions of Subsection 8.43, Termination for Default, or that the default was excusable under the provisions of paragraph 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 Subsection 8.42, Termination for Convenience.

**8.43.5** The rights and remedies of the County provided in this Subsection 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 this 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:

**8.45.1.1** 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;

**8.45.1.2** The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

**8.45.1.3** The appointment of a Receiver or Trustee for the Contractor; or

**8.45.1.4** 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 Subsection 8.45, Termination for Insolvency, 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 Subsection 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**

**8.51.1** 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.

**8.51.2** 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 Subsection 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**

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

**8.54.2** 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. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

**8.54.3** Disqualification of any member of Contractor's staff pursuant to this subsection 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 must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this subsection 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 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 \$250 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**

**9.1.2.1** 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.

**9.1.2.2** 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.

**9.1.2.3** 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.

**9.1.2.4** 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.

**9.1.2.5** 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.

#### **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 County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor must also distribute County-provided notices to each of its employees at least once per year. The Contractor must translate posters and handouts into Spanish and 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.

#### **1. 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:

##### **a. 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.

##### **b. 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.

c. 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.

2. 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:

a. 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.

b. 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.

c. 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.

3. 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 paragraph 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**

1. The Contractor must offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. 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
  - c. Who is or will be terminated from their employment as a result of the County entering into this Contract.

2. The Contractor will not be required to hire a retention employee who:
  - a. Has been convicted of a crime related to the job or his or her performance; or
  - b. Fails to meet any other County requirement for employees of a Contractor.
3. 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 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76)**

- 9.2.1 Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.
- 9.2.2 By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

### **9.3 Child/Elder Abuse/Fraud Reporting**

- 9.3.1** Contractor and County staff working under the terms of this Contract must comply with California Penal Code (hereinafter “PC”) Section 11164 et seq. and must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports will be made by telephone immediately to the Department of Children and Family Services (DCFS) hotline at (800) 540-4000 within 24 hours and must submit all required information, in accordance with the PC Code Sections 11166 and 11167.
- 9.3.2** Contractor and County staff working on this Contract must comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and must report all known or suspected instances of physical or mental/emotional abuse of elders and dependent adults either to the appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Elder abuse reports will be made by telephone immediately to the Workforce Development, Aging and Community Services (WDACS) hotline at (888) 202-4248 within 24 hours and must submit all required information, in accordance with the WIC Sections 15630, 15633, 15633.5.
- 9.3.3** Contractor and County staff working under the terms of this Contract must also immediately report all suspected or actual welfare fraud situations to the County via the 24 hours Central DPSS Fraud Reporting Line (800) 349-9970, or the Employee Fraud Hotline (800) 544-6861, or California State Fund Hotline (800) 822-6222.

### **9.4 Collective Bargaining Contract**

- 9.4.1** To comply with California Department of Social Services Regulations (CDSS), Operations Manual Section 23-610 (c) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

### **9.5 Compliance with Auditor Controller Contract Accounting and Administration Handbook**

- 9.5.1** The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at:

[AC Contract Accounting and Administration Handbook - June 2021](#)

Contractor must comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

## **9.6 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, 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](#))

## **9.7 Data Destruction**

**9.7.1** Contractor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

[http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88\\_Rev.%201](http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88_Rev.%201)

**9.7.2** The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

**9.7.3** Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within ten (10) business days of removal of any

electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.8 Local Small Business Enterprise (LSBE) Preference Program**

**9.8.1** This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

**9.8.2** The Contractor will 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 LSBE.

**9.8.3** The Contractor will 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 LSBE.

**9.8.4** If the Contractor has obtained certification as a LSBE 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, will:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Contract; and
3. 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 business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## **9.9 Social Enterprise (SE) Preference Program**

**9.9.1** 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](#).

**9.9.2** 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.

**9.9.3** 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.

**9.9.4** 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:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1) 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
3. 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.

## **9.10 Disabled Veteran Business Enterprise (DVBE) Preference Program**

**9.10.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program as codified in [Chapter 2.211 of](#)



[the Los Angeles County Code.](#)

**9.10.2** 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 DVBE.

**9.10.3** 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 DVBE.

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

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

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

## **9.11 Fiscal Accountability**

### **9.11.1 Fiscal Policies/Procedures**

The Contractor will be required to adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations Part 200 (2 CFR 200 et seq.) and related OMB

Guidance.

## **9.12 Government Observations**

**9.12.1** Contractor will permit all authorized federal, State, County and/or research personnel, in addition to departmental contracting staff, to observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

## **9.13 Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**

**9.13.1** Contractor expressly acknowledges and agrees that the provision of services under this Contract 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.

**9.13.2** 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.

**9.13.3** 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.

## **9.14 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. Contractor must provide a copy of the IIPP to the County Contract Administrator within 10 days of commencement of services.

## **9.15 Ownership of Materials, Software and Copyright**

**9.15.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.15.2** During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.15.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County Contract Administrator as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

**9.15.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

**9.15.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under paragraph 9.15.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by paragraph 9.15.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

## **9.16 Patent, Copyright and Trade Secret Indemnification**

**9.16.1** The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

**9.16.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

**9.16.3** The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.17 Rules and Regulations**

During the time that Contractor's employees or agents are at County facilities, such persons will be subject to the rules and regulations of

County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee will notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor must immediately replace the employee and continue services hereunder.

#### **9.18 Shred Documents**

**9.18.1** Contractor must ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

**9.18.2** Documents for record and retention purposes in accordance with Subsection 8.38 of this Contract are to be maintained for a period of five (5) years or longer if required by law.

#### **9.19 Compliance with County's Advancing High Road Jobs Initiative, Anti-Racism, Diversity and Inclusion (ARDI) Initiative, and Veteran Engagement**

**9.19.1** 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](#).

- 9.19.2** In support of this Initiative, the County has established a 20% hiring goal, which requires the Contractor to consider hiring qualified employees from AJCCs or other County workforce/workfare programs for open employment opportunities as they become available. To achieve the 20% hiring goal, Contractor will seek to hire 20% of its workforce (Full-Time Equivalent positions available under the subject contract) from the AJCCs or to achieve the 20% hiring goal, Contractor will seek to fill 20% of its workforce vacancies (Full-Time Equivalent positions) by hiring from the AJCCs.
- 9.19.3** Contractor will be provided direct access to the AJCC referral portal where the County will refer qualified employees to Contractor.
- 9.19.4** Within thirty (30) calendar days after the Contract effective date, Contractor must provide the County with its comprehensive annual Hiring Plan that outlines their commitment to achieve a 20% hiring goal, throughout the Contract term, to hire qualified employees from AJCCs.
- 9.19.5** Contractor must submit a quarterly Hiring Report to identify progress made toward achieving the 20% hiring goal. The report must include, but not limited to, a description of the positions that were fulfilled, number of program participants hired, and program name. The quarterly report must be submitted electronically to the County Contractor Administrator.
- 9.19.5.1** The Contractor will be required to create a quarterly report template. The template must be submitted electronically for approval to the CCA within ten (10) days of commencement of the contract.
- 9.19.5.2** The quarterly report must be submitted electronically to the CCA by the 15<sup>th</sup> following the end of the quarter.
- October 15<sup>th</sup> (July through September)
  - January 15<sup>th</sup> (October through December)
  - April 15<sup>th</sup> (January through March)
  - July 15<sup>th</sup> (April through June)

**9.19.6** Contractor must submit a quarterly Hiring Report to identify efforts made towards hiring and recruitment from under-resourced communities and United States Veterans. Reports shall include how equity was applied in hiring from under-resourced communities.

**9.19.6.1** The Contractor will be required to create a quarterly report template. The template must be submitted electronically for approval to the CCA within ten (10) days of commencement of the contract.

**9.19.6.2** The quarterly report must be submitted electronically to the CCA by the 15<sup>th</sup> following the end of the quarter.

- October 15<sup>th</sup> (July through September)
- January 15<sup>th</sup> (October through December)
- April 15<sup>th</sup> (January through March)
- July 15<sup>th</sup> (April through June)

## **10.0 SURVIVAL**

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

Section 1.0	Applicable Documents
Section 2.0	Definitions
Section 3.0	Work
Subsection 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Subsection 7.8	Confidentiality
Subsection 8.1	Amendments and Change Notices
Subsection 8.2	Assignment and Delegation/Mergers or Acquisitions
Subsection 8.6	Compliance with Applicable Laws
Subsection 8.19	Fair Labor Standards
Subsection 8.20	Force Majeure
Subsection 8.21	Governing Law, Jurisdiction, and Venue
Subsection 8.23	Indemnification
Subsection 8.24	General Provisions for all Insurance Coverage
Subsection 8.25	Insurance Coverage
Subsection 8.26	Liquidated Damages

Subsection 8.34	Notices
Subsection 8.38	Record Retention and Inspection-Audit Settlement
Subsection 8.42	Termination for Convenience
Subsection 8.43	Termination for Default
Subsection 8.48	Validity
Subsection 8.49	Waiver
Subsection 8.57	Prohibition from Participation in Future Solicitation(s)
Subsection 9.1	Compliance with County's Living Wage Program
Subsection 9.15	Ownership of Materials, Software and Copyright
Subsection 9.16	Patent, Copyright and Trade Secret Indemnification
Section 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, on the dates indicated below.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_ Date \_\_\_\_\_  
Chair, Board of Supervisors

**CONTRACTOR'S NAME:** \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

ATTEST:  
Edward Yen, Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_  
Name

**APPROVED AS TO FORM:**

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_ Date \_\_\_\_\_  
Melinda White-Svec  
Deputy County Counsel

**EXHIBIT A**  
**STATEMENT OF WORK (SOW)**  
**SECURITY GUARD SERVICES**

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## PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Make Investments that Transform Lives, 2) Foster Vibrant and Resilient Communities, and 3) Realize Tomorrow's Government Today. These require coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## 1.0 SCOPE OF WORK

The Los Angeles County Department of Public Social Services (DPSS) is responsible for providing security at over forty (40) DPSS office locations throughout the County. Security guard services are provided to six (6) Zones to facilitate service delivery, support, training, and management under the contract. The Zones are divided into two (2) Sectors as identified below.

The Sectors and Zones are as follows:

### **NORTH SECTOR**

**Zone 1:** This service area includes, but is not limited to the Lancaster, Palmdale, and Santa Clarita Valley area.

**Zone 2:** This service area includes, but is not limited to, Burbank, Chatsworth, Glendale, Northridge, Sun Valley, and Van Nuys.

**Zone 3:** This service area includes, but is not limited to, Monterey Park, City of Industry, El Monte, Hacienda Heights, Pasadena, and Pomona.

### **SOUTH SECTOR**

**Zone 4:** This service area includes, but is not limited to, Athens, Exposition Park, Inglewood; Koreatown, Mid-City, Rancho Park, South Central, Vermont Knolls, West Fairfax, Westchester, and Westlake.

**Zone 5:** This service area includes, but is not limited to, Bell, Boyle Heights, Cudahy, Downtown L.A., East Los Angeles, Florence-Firestone, Lincoln Heights, South Gate, and Watts.

**Zone 6:** This service area includes, but is not limited to, Long Beach, Compton, Norwalk, Rancho Dominguez, Santa Fe Springs, and Torrance.

- 1.1** For purposes of this SOW, the term Security Guard will mean Armed Security Guard and Armed Protection Security Officer (PSO). The Contractor must provide various classifications of Security Guards, and Armed Protection Security Officer (PSO) Supervisors that are trained and certified, courteous, uniformed, and equipped professionals. Security Guard services must be provided in accordance with Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. One office in Zone Six requires services twenty-four (24) hours per day, seven (7) days per week, including holidays. The hours and days may change based on the needs of DPSS, including additional twenty-four (24) hours per day, seven (7) days

per week services as requested by the County. Contractor must provide twenty-four (24) hours per day, seven (7) days per week security services in three (3) 8-hour shifts to prevent the County incurring overtime rates.

- 1.2 The number of locations within a Zone and Sector may change during the term of the contract, based on the operational and organizational requirements of the location and/or DPSS. Locations may open or close and/or staffing levels may increase or decrease, thereby changing requirements. The Contractor must have the flexibility and capability to provide varying numbers of Security Guards and PSO Supervisors to any locations in the Zone and Sector throughout the contract term; therefore, in addition to the staffing required on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, a minimum of ten (10) percent additional Security Guard personnel who are cleared, trained, certified, and equipped must be available for deployment at any time by the Contractor throughout the term of the Contract at no additional cost to the County. The ten (10) percent additional Security Guard personnel must include on-call Security Guard staff available with the same requirements listed above to maintain the level of service required in the contract to ensure no open posts.

## **2.0 ADDITION/DELETION OF LOCATIONS, SPECIFIC TASKS, AND/OR WORK HOURS**

- 2.1 The County, at its sole discretion, by and through DPSS, will have the right to: (1) add and/or delete specific Locations within a Zone, (2) add, delete, reduce, or change specific tasks and/or work hours for any and all shifts, during the term of the contract, (3) add and/or reduce the number of Security Guards and/or PSO Supervisors, supervisors, and (4) request additional classifications of Security Guards and PSO Supervisors in accordance with Contract, Subsection 8.1, Amendments and Change Notices.
  - 2.1.1 Locations that are added to the Contract after the initial award may be assigned to the Contractor.
  - 2.1.2 Generally, additional Locations will be added to Contractor for the affected Zone; however, the County reserves the right to assign new Locations to any qualified Contractor, based on the affected Zone's Contractor's capacity, capability, performance, and business needs of the County, at the sole discretion of the County.
  - 2.1.3 Service requests made by the County for a change, addition, and/or deletion of security services will be made by written notice to the Contractor three (3) to five (5) business days prior to coverage change except for emergency services. The Contractor will be required to provide written confirmation of coverage changes to the Security Coordinator and Contract Administrator within three (3) calendar days of receipt of such notice.

- 2.2** Contractor must provide the County with good faith cost estimates for any security services that are provided through this contract. The cost estimates must be provided within 72 hours from the date the County submits a request, and the cost estimate must clearly demonstrate the calculations, hourly rates, service hours, and any factors that impact the cost estimate.
- 2.3** Urgent service requests will be made by DPSS Security Coordinator or Facility Proprietor, either verbally or in writing to the Contractor, prior to the requested start of services. Verbal requests must be followed by written communication to document the authorized request.
- 2.4** Contractor must provide coverage for urgent service requests at the start time requested by the County or in the event of requests for immediate service no later than one (1) hour from the time of the request by the County.
- 2.5** Contractor must provide coverage, as outlined in subsection 1.2 of this Exhibit A, SOW, for unforeseen urgent/emergency service requests at the start time requested by the County, or, in the event of requests for immediate services, no later than one hour from the time of the request by the County. The unforeseen urgent/emergency service requests will be paid at the overtime rate of one and a half times the hourly labor rate by County for actual hours worked by Security Guards or PSO Supervisors. In the event that the County requires additional Security Guards beyond the required number as outlined in subsection 1.2 of this Exhibit A, SOW, County and Contractor will discuss. All changes must be made in accordance with Paragraph 8.1, Amendments and Changed Notices, of the Contract.
- 2.6** On the 10<sup>th</sup> calendar day of the month, DPSS Security Coordinator will provide a list of all approved service requests effectuated in the prior month detailing the urgent services provided, effective date of service, location of services, shifts, and number of additional security personnel to the County Contract Administrator (CCA).
- 2.7** Firearms-related requirements for Posts are listed in paragraph 6.4.3, Security Guard Equipment/Accessories of this Exhibit A, SOW. All changes must be made in accordance with Contract, Subsection 8.1, Amendments and Change Notices.

### **3.0 QUALITY CONTROL**

- 3.1** Contractor must establish, maintain, and utilize a comprehensive Quality Control Plan (Plan) to be utilized as a self-monitoring tool to ensure the County receives a consistently high level of service throughout the term of this contract. The Plan, which is subject to approval or rejection by the County, must be submitted to the CCA for review on the contract start date,



with revisions submitted as changes occur. Revisions will be due within ten (10) business days of the CCAs request. The Plan must include, but not be limited to, the following:

- 3.1.1** Method and frequency of monitoring all tasks and services 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.
- 3.1.2** Specific activities to be monitored either on scheduled or unscheduled basis.
- 3.1.3** Method of monitoring to verify authenticity of reports, and methods to ensure quality of services.
- 3.1.4** Samples of forms to be used in monitoring.
- 3.1.5** Job title and level of personnel performing monitoring functions (Contractor must ensure that the Plan is implemented by the Contractor Project Manager and/or quality control personnel, and not the Security Guards or PSO Supervisors actually performing security services).
- 3.1.6** Method for providing continuing services to the County in the event of a strike of the Security Guards and/or PSO Supervisors or any emergency, including but not limited to, fire, flood, earthquake, civil disturbance, pandemic, epidemic, and other natural or manmade disasters.
- 3.1.7** Method of record retention of all inspections conducted by the 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, and plan for making this information available to the County upon request.
- 3.1.8** Method for ensuring that all Contractor reports provide acceptable data as required by this Contract.
- 3.1.9** Method for surveying District Directors or Facility Proprietor on a regular basis to obtain feedback on security issues or concerns.
- 3.1.10** Method for ensuring that there are no Open Posts at any time and all Posts are filled at all times, in accordance with County's staffing plan requirements, as set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone.

- 3.2** The Contractor must maintain and update, as necessary, written policy and procedures regarding the licensing, certification, training files, and work requirements for Contractor personnel assigned to provide Security Guard services under the contract and provide to the County within two (2) business days should there be any changes.

**3.3 Quality Assurance Plan**

- 3.3.1** The County will evaluate the Contractor's performance under this contract using the Quality Assurance procedures as defined in Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.15, County's Quality Assurance Plan. The County will monitor the Contractor's performance as detailed in this SOW. The purpose of the monitoring is to assess the Contractor's compliance with all Contract terms and performance standards.
- 3.3.2** Contractor's deficiencies, which the County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board. The report will also include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the correction action measures, the County may terminate this Contract or impose other penalties as specified in Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.15, County's Quality Assurance Plan.

**3.4 Performance Evaluation Meetings**

The County and the Contractor must meet at least quarterly, and more frequently if deemed necessary, to discuss the status of the Contract, new or ongoing problems, and other issues. The Contractor's failure to attend will cause an assessment as specified in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary. The CCA reserves the right to schedule more frequent meetings if the Contractor quality of performance is not at an acceptable level. An acceptable quality level will be determined by, but not limited to, the Contractor adhering to the requirements of Exhibit A-1, SOW Attachment 5, Performance Requirements Summary.

**3.5 Review of Monthly Inspection Reports (MIR)**

On a monthly basis after Contractor begins providing services, the Contractor must submit to CCA, Contractor's scheduled and unscheduled inspection reports as specified in Section 8.0, Reporting Requirements of this SOW. The inspection reports must include: a) date of inspection, b) problem(s) identified, c) corrective action taken, and d) time elapsed between identification of a problem and corrective action completed. CCA will review all reports to ensure that County's requirements are being met.

Failure to submit scheduled or unscheduled inspection reports will cause an assessment as specified in Exhibit A-1, SOW Attachment 5, Performance Requirement Summary Chart of the Contract.

### **3.6 Contract Discrepancy Report (CDR)**

- 3.6.1** Written notification of a Contract discrepancy will be made to Contractor Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by County and Contractor.
- 3.6.2** The CCA will issue a written CDR to the Contractor Project Manager or designee. Upon receipt of a CDR, the Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A Corrective Action Plan, including a timetable for correction of all deficiencies identified in the CDR, must be submitted to the CCA within ten (10) business days. See Exhibit A-1, SOW Attachment 6, Contract Discrepancy Report.

### **3.7 Facility Discrepancy Report (FDR)**

- 3.7.1** The FDR, SOW Attachment 6-A, will be used as needed by the DPSS Facility Proprietor (FP) to report security related issues, such as open posts, Security Guard underperformance or unprofessional appearance, etc. These FDR's will be created by the FP and sent to [SecurityManagement@dpss.lacounty.gov](mailto:SecurityManagement@dpss.lacounty.gov). The FDR must not be used to report issues related to Civil Rights or County Policy of Equity.
- 3.7.2** The FDR will be forwarded to the Contractor Project Manager or his/her designee with a copy to DPSS Security Coordinator and CCA on a flow basis and/or whenever a discrepancy has been identified or a complaint has been reported by the FP. Upon receipt of an FDR, the Contractor is required to review and resolve all issues identified in the FDR. Once the discrepancies or issues have been resolved, the FP will be notified by the CCA with a Notice of Resolution.
- 3.7.3** For discrepancies related to Open Post, the Contractor will respond with acknowledgment and/or resolution to the DPSS Security Coordinator and CCA immediately upon receipt of the FDR. The CCA will submit a CDR for all Open Post.
- 3.7.4** When open post cannot be filled within one hour, the Contractor must notify the DPSS Security Coordinator in writing. The DPSS

Security Coordinator will then work with Contractor to resolve Open Post as soon as possible. The Contractor is required to submit a Daily Open Post Report by 12:00 P.M. to DPSS Security Coordinator.

- 3.7.5** In the event security related issues cannot be resolved through the FDR process, the CCA must submit a CDR. The CDR should include the Contractor's proposed corrective action and timeline, as well as the CCA's expected resolution.
- 3.7.6** Contractor must maintain a monthly log of all FDRs received from the County. The FDR Log must contain the date of receipt of the FDR, nature of the discrepancy/complaint, time and action taken or reason for inaction. An updated monthly FDR log will be submitted to the CCA with a copy to DPSS Security Coordinator no later than the 5th calendar day of each month.
- 3.7.7** Should the County Implement a Contract Management System, the Contractor will comply with all system requirements to receive, review, and submit resolutions through the automated system within the timeframe required by the County. Additionally, the Contractor must designate appropriate staff to comply with County automated system training requirements and cooperate with the County's Information Technology department as deemed necessary. In case of system failure, the Contractor will follow the FDR procedures described above.

#### **4.0 HOURS AND DAYS OF OPERATION**

Contractor hours and days of operation will vary by Location. The hours and days are set forth on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of this SOW. Contractor may be required to work on County-recognized holidays.

#### **4.1 Work Schedules/Deployment**

- 4.1.1** The Contractor must have discretion over the deployment of Security Guards and PSO Supervisors as long as service levels are met in accordance with Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The Contractor must maintain a continuously updated deployment roster, which must be incorporated herein by this reference, and submit a copy upon request by the County and during the quarterly performance evaluation meeting.
- 4.1.2** In the event that County requires additional service hours or service days due to temporary changes in workload or other urgent needs of DPSS, such as but not limited to, emergency coverage,

immediate services, unscheduled 24/7 security services, etc., Contractor Project Manager will work with DPSS Security Coordinator and designated Facility Proprietor to provide security related recommendations and develop a written plan to meet the additional service requirements and the Contractor will provide the additional Security Guard services at no additional cost to the County other than the billable hourly rates.

#### **4.1.3 Supervision**

Security Guards must be adequately supervised by PSO Supervisors. Contractor must employ at least one (1) Lead Supervisor per Zone in addition to the one (1) PSO Supervisor for every ten (10) Security Guards required on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. PSO Supervisors assigned to the field must travel to their assigned Locations on a regular basis to work with their subordinates.

**4.1.3.1** Security Guards must be adequately supervised by a PSO Supervisor. Contractor must provide one hour field supervision by a PSO Supervisor for every ten hours of Security Guard service as required in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, and Exhibit B, Pricing Schedule, of the Contract. The ratio of one hour of field supervision for every ten hours of Security Guard services (ten to one ratio), is billed by hours. Supervisors assigned to the field must travel to their assigned Locations on a regular basis to work with their subordinates. Only actual hours worked by Supervisor's in the capacity of performing supervision duties are billable to the County. Contractor will not bill the County for supervision hours due to Contractor's' administrative duties or duties not directly related to Security Guard services as required in this SOW.

#### **4.1.4 County Staffing Plan**

**4.1.4.1** County staffing plan requirements are provided on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone.

**4.1.4.2** In the event that County's permanent requirements change during the term of the contract, the County will revise SOW Attachment 2, Minimum Staffing Plan by Zone. The County will provide Contractor with a revised Exhibit A-1, SOW Attachment 2, Minimum

Staffing Plan by Zone, in accordance with the Amendment process set forth in Contract, Subsection 8.1, Amendments and Change Notices.

#### **4.1.5 Contractor Living Wage Staffing Plan**

- 4.1.5.1** Pursuant to the Contract requirements provided in paragraph 9.1.8, Use of Full-Time Employees of the contract, Contractor must prepare a staffing plan using full-time employees. Staffing plans must be prepared for each Location, using Exhibit A-1, SOW Attachment 7, Living Wage Staffing Plan, to demonstrate how Contractor intends to fill each Post, using full-time employees. Contractor must provide details of Post coverage. For example, a Post requiring twelve (12) hours of coverage could show: one Security Guard working twelve (12) hours, or two Security Guards: one working ten (10) hours and another one working two (2) hours, or two Security Guards: one working eight (8) hours and another one working four (4) hours, or two Security Guards working six (6) hours each.
- 4.1.5.2** A completed SOW Attachment 7, Living Wage Staffing Plan found in Exhibit A-1 must be submitted for each Location for review and approval by CCA at least thirty (30) calendar days prior to the commencement of work under the contract.
- 4.1.5.3** In accordance with subparagraph 5.2.5.3 - Living Wage Compliance Documents of this SOW, staffing plans for each Location must also be submitted monthly on SOW Attachment 7, Living Wage Staffing Plan as part of Living Wage compliance.
- 4.1.5.4** In the event that County's staffing requirements change during the term of the contract, Contractor must provide a revised SOW Attachment 7, Living Wage Staffing Plan for CCA approval, based on County's revised requirements, as specified in revised Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone.
- 4.1.5.5** In the event that Contractor changes its full-time employee staffing plan, Contractor must immediately provide a revised Living Wage Staffing Plan for CCA approval, in accordance with Contract, paragraph 9.1.8, Use of Full-Time Employees.

- 4.1.5.6** All completed Living Wage Staffing Plan must be incorporated into this contract via Change Notice by this reference.

**4.1.6 Open Post**

- 4.1.6.1** Contractor must provide sufficient Security Guards and PSO Supervisors, including relief for breaks and meal periods, to ensure there are no Open Posts at any time. Relief coverage for breaks and meals must be provided at no additional cost to the County.
- 4.1.6.2** Posts are to be filled, according to County's staffing plan requirements, as set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, at all times, unless County gives written approval of an exception, modification, or change.
- 4.1.6.3** More than three instances of an Open Post in a Location within a 30-Day period or three consecutive Days of an Open Post will subject Contractor to significant additional assessments, liquidated damages, and possible forfeiture of Location and /or Post, termination of the Contract and/or debarment.
- 4.1.6.4** PSO Supervisor coverage must be provided for all Zones, according to County's staffing plan requirements set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, and the required ratio of one (1) PSO Supervisor for ten (10) Security Guards must be maintained at all times, in addition to the required one (1) Lead Supervisor per Zone.
- 4.1.6.5** Failure to fill Security Guard and PSO Supervisor positions as required will constitute an Open Post and will subject Contractor to Open Post assessment(s), as specified In Exhibit A-1, SOW Attachment 5, Performance Requirement Summary.
- 4.1.6.6** The Security Guards and PSO Supervisor must be responsible for reporting absences to the Lead Supervisor. The Contractor must report any absences to the DPSS Security Coordinator and the Facility Proprietor the day before a planned absence or thirty minutes prior to Security Guard or PSO Supervisor work reporting time for unplanned absences through the Contractor's automated system or any alternate reporting mechanism approved by the County. Upon

reporting unplanned absences, Contractor must immediately deploy a replacement Security Guard or PSO Supervisor (billed at Security Guard rate if replacing a Security Guard) to the Location to ensure no Open Post at all times. If a PSO Supervisor is deployed for a Security Guard, they must stand post until a replacement Security Guard arrives; however, his/her time as a PSO Supervisor will not be billed to the County. The replacement Security Guard or PSO Supervisor must immediately report to the Post of the unplanned absence.

- 4.1.6.7** Contractor must ensure that the Post for the public lobby entrance(s) is filled at all times to ensure that District Office lobbies can open timely. At least one (1) Security Guard must be at the weapon screening post at all times during lobby hours. Failure to comply will result in additional liquidated damages as set forth in Exhibit A-1, SOW Attachment 5.
- 4.1.6.8** PSO Supervisor must not permanently stand Post due to Contractor staffing shortages and are only allowed to stand Post for the duration of the temporary planned or unplanned Open Post due to call off, emergencies, or unforeseen circumstances. Contractor cannot utilize PSO Supervisor to fulfill Security Guard vacancies.
- 4.1.6.9** In the event that a Security Guard or PSO Supervisor must leave during the workday, Contractor must send a replacement Security Guard or PSO Supervisor within one (1) hour or less of the Security Guard or PSO Supervisor absence, with the replacement Security Guard or PSO Supervisor completing the remaining work schedule. In the event that a PSO Supervisor replaces a Security Guard, Contractor will bill the County at the Security Guard rate. The one (1) hour replacement requirement is a baseline; the Contractor must make every effort to have a replacement on Location immediately upon notice of an Open Post.

## **4.2 Unscheduled Work Due to Security Incident**

- 4.2.1** When a condition exists wherein there is imminent danger of injury to the public or damage to property, Security Guard must control the situation and physically intervene, as appropriate, to prevent injurious acts to persons or property. As soon as it is safe to do so,



the Security Guard must notify the PSO Supervisor of the incident. PSO Supervisor must contact the Lead Supervisor, Contractor Project Manager, and the DPSS Security Coordinator to advise them of the situation and request approval and/or direction. The PSO Supervisor must contact the Facility Proprietor, DPSS Security Analyst, and the DPSS Security Coordinator to advise them of the situation and request approval and/or direction before allowing the Security Guard to begin or continue work under the Contract.

**4.2.2** The County will provide verbal authorization to the Contractor for additional service hours and/or additional contract personnel if necessary. After providing verbal authorization, the County will follow-up with an email to the Contractor approving the additional services to the PSO Supervisor and Contractor's Contract Manager. The PSO Supervisor or Contractor's Contract Manager will provide direction to the Security Guard. The Contractor will proceed diligently to work within the approved service hours.

**4.2.3** All authorized unscheduled work due to security incident must commence as specified by DPSS Security Coordinator or Facility Proprietor. On the 10<sup>th</sup> calendar day of each month, the DPSS Security Coordinator will submit a list of all authorized unscheduled work to the CCA, and if necessary to prepare evidence of the change in accordance with Subsection 8.1, Amendments and Change Notices of the Contract.

**4.2.4** The County reserves the right to perform unscheduled work due to security incident using County staff and/or to assign the work to another contractor.

**4.3 Security Guard and Armed Protection Security Officer (PSO) Supervisor Overtime**

**4.3.1** The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime, consistent with Contract, Subsection 8.19, Fair Labor Standards. As specified in Exhibit A-1, SOW Attachment 5, Performance Requirement Summary, the County may impose liquidated damages against Contractor for failure by Contractor to observe this requirement. The County may report Contractor's non-compliance with the California Labor Code to the California Labor Commissioner.

**4.3.2** Contractor must monitor and ensure that each of its Security Guards and PSO Supervisor work no more than 36 hours per week of overtime on any County assignment. The County will only pay

for the overtime specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The Contractor will be compensated at the overtime rate of one and a half (1.5) times the hourly labor rate only for those overtime hours that are required by County and considered by County to be overtime on a County assignment at a Location under the Contract as set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. While processing invoices, the CCA will have the authority to deny overtime that is not specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone or not previously authorized in writing by the DPSS Security Coordinator or Facility Proprietor. Overtime that is not specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone and/or not approved by the County must be paid at the straight time rate by County.

- 4.3.3** Contractor will pay Security Guards and PSO Supervisor (other than those with an alternate work schedule) who have worked in excess of eight hours per day, at the compensation rate of one and a half times their hourly labor rate for such work in excess of eight hours per calendar day, or as required by law. The County will only pay for the overtime specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of the Contract. Payment for any unspecified overtime will be the Contractor's responsibility.
- 4.3.4** The County may impose an assessment of one hundred dollars (\$100) per occurrence against the Contractor for failure to observe the requirements as specified in paragraphs 4.3.1 and 4.3.2 above and in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary.
- 4.3.5** The Contractor will pay Security Guards and PSO Supervisor (other than those with an alternate work schedule) who have worked in excess of eight (8) hours per day, at the compensation rate of one and a half (1.5) times their hourly labor rate for such work in excess of eight (8) hours per calendar day, or as required by law. The County will only pay for the overtime specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. Payment for any unspecified overtime will be the Contractor's responsibility.
- 4.3.6** The County will not pay overtime for any Security Guard or PSO Supervisor who has worked a full shift at another Post and is brought in to cover a County assignment, such as when a Security Guard has called in sick, needs to leave due to an emergency, or any other reason.

#### **4.4 Services in Emergency Situations**

In the event of an "emergency situation," Contractor must continue to provide services under the Contract. Notifications for "emergency situations" must be the same as stated in paragraph 4.2.1 of this SOW. An "emergency situation" includes, but is not limited to, fire, flood, earthquake, civil disturbance, pandemic, epidemic, and other natural or manmade disasters. DPSS Security Coordinator or Facility Proprietor will determine if a particular situation constitutes an "emergency situation" as specified in this Subsection 4.4 and will determine the extent to which services will be provided. The Contractor must provide adequate staffing to ensure continued services to the extent determined by the County and the Security Guard services, must be provided at the current Security Guard rate. Overtime rates will not apply to expedited, additional, 24/7, immediate, overnight, all night, or emergency security services, unless the guard works more than 8 (eight) hours per day according to the County staffing plan.

##### **4.4.1 Continuity of Operational Planning and Disaster Preparedness Plan**

**4.4.1.1** The Contractor must prepare and maintain a continuously-updated Continuity of Operational Planning and Disaster Preparedness Plan (COOP) in accordance with Subsection 6.7, Contractor Continuity of Operational Planning and Disaster Preparedness Plan – Emergency Response of this SOW.

**4.4.1.2** The COOP, which is subject to approval or rejection by the County, will be submitted to the CCA with a copy to the Office of Emergency Management by the contract start date, with revisions submitted as changes occur. Final approval of the COOP will be provided in writing by the DPSS Senior Disaster Services Analyst. Any additional revisions will be due within ten (10) business days of the CCA request.

#### **4.5 Holidays**

**4.5.1** The CCA will provide a list of the County observed holidays within thirty (30) calendar days of the Contract start date, and annually thereafter, at the beginning of each calendar year. The Contractor may also obtain a list of County observed holidays at:

<https://lacounty.gov/government/about-la-county/about/>

**4.5.2** When twenty-four (24) hour/seven (7) day a week coverage is required at specified Locations, Contractor will be required to

provide services on County-recognized holidays.

- 4.5.3** Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and PSO Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and PSO Supervisor.
- 4.5.4** Contractor must provide the CCA with a list of Contractor-recognized holidays for the calendar year within thirty (30) calendar days of the contract start date and thereafter, at the beginning of each calendar year.

## **5.0 COUNTY'S RESPONSIBILITIES**

### **5.1 Materials**

The County will provide Exhibit N, Civil Rights Complaint – Contractor Form and Flowchart, Complaint of Discriminatory Treatment Form, Complaint of Discriminatory Treatment, California Department of Social Services Complaint of Discrimination, and Civil Rights Complaint Flowchart Process for Contractors, for use by participants in reporting civil rights complaints.

### **5.2 County-Furnished Items**

- 5.2.1** At the County's sole discretion, County may furnish non-exclusive office or other space at County facilities where Contractor services are being provided for use by Contractor. The County will repair and/or replace County provided furniture and equipment due to normal wear and tear. At the sole discretion of the County, County may provide a desk with a lockable drawer and key to keep site specific security related documents such as general post orders, current site-specific post orders, emergency phone numbers, etc. The lockable drawer will not be used to store firearms, or ammunition. County may inspect, demand return of, and otherwise have a right to enter and search such property at any time during the term of the Contract, in accordance with existing County policies and practices.
- 5.2.2** Upon termination of the Contract, all County-furnished equipment must be returned immediately to County in good operating condition, less reasonable wear and tear.
- 5.2.3** Contractor personnel must sign in and sign out for all County-furnished equipment, such as keys, when reporting for duty and at the end of the work shift. Keys are not to be duplicated or

removed from site. County will issue a keycard to each Security Guard and PSO Supervisor assigned to a specific site. Keycards must be surrendered immediately to Facility Proprietor upon Security Guard and PSO Supervisor reassignment or termination. Contractor must submit a police report for all lost or stolen keycards.

**5.2.4** Contractor Contract Manager must report any improperly working or defective County-furnished equipment to DPSS Security Coordinator, Facility Proprietor and/or administrator at the location through a written memorandum within twenty-four (24) hours of Contractor's knowledge of the problem or defect.

**5.2.5** The following is a list of County forms, logs, and reports that are applicable to the requirements for implementation of this SOW that will be provided to the Contractor, by the County, prior to commencement of work under the Contract.

**5.2.5.1 Post Orders: County form**

a. General Post Orders:

Post Orders are proprietary documents created, issued, and maintained by the County. General Post Orders apply to all Locations. Site Specific Post Orders are unique to the requirements of the Location or the Post to which they apply. Both General Post Orders and Site-Specific Post Orders are to be followed by Contractor completely. The General Post orders will also include protocols, responsibilities, guidelines, duties, tasks, and generic details associated with these security services. Within ten (10) days after contract execution, the County will work with the Contractor to develop the General Post Order. Subsequently, the Contractor will provide a signed final General Post Order to the County within thirty (30) days.

b. Site Specific Post Orders:

Site Specific Post Orders are proprietary documents created, issued, and maintained by DPSS to meet site-specific security needs. These documents will be modified as needed in collaboration with Facility Proprietor and Contractor. Site-Specific Post Orders Amendment Forms are unique to the requirements of the

Location or the Post to which they apply and are to be followed by the Contractor, completely, at all times. Thirty (30) days prior to the commencement of the contract, the County will provide draft Site-Specific Post Orders Amendment Forms.

In the event that additional services and duties are required to be performed by the Contractor, the County will verbally communicate with the Contractor and follow up with written confirmation, and if necessary, revise Post Orders.

#### **5.2.5.2 Contractor's Incident Report (IR): Contractor Form**

Incident Report (IR) is a form that is developed by and used by Contractor to report significant security incidents. Security Guard or PSO Supervisor must immediately report, using a Contractor's IR, significant security incidents, including, but not limited to, incidents involving: any use of force, detention of an individual pursuant to arrest, any incident requiring law enforcement or emergency response or backup, building or area evacuations, or bomb threat, within forty-eight (48) hours to the District Director or Facility Proprietor. Security Guard or PSO Supervisor will work in conjunction with the District Director or Facility Proprietor to ensure that the County's SIR is completed accurately.

#### **5.2.5.3 Living Wage Compliance Documents:**

Contract, Exhibit H – Payroll Statement of Compliance  
SOW Attachment 7 – Living Wage Staffing Plan

### **5.3 County Provided Training**

- 5.3.1** The County may provide training in accordance with Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline; Subsection 2.1, County Provided Training – Overview, and Subsection 2.2, Contractor and/or County Provided – Annual and/or Continuing Education Training. County may provide training to Security Guards and PSO Supervisor performing services at specific County Locations. Training may include, but will not be limited to, initial, annual, continuing education, and specialized County-provided training conducted by County personnel, and/or other compliance or regulatory bodies, and/or policies of the specific assignment, Location, and/or Post where security services

are being provided.

- 5.3.2** The Contractor will pay each Security Guard or PSO Supervisor up to eight (8) hours of straight time per day, for up to two (2) days per year, to attend required initial, annual, continuing education, and/or specialized Contractor or County-provided training. The Contractor will also provide and pay for backfill coverage for any Security Guard or PSO Supervisor attending required training. The Contractor may not bill the County and the County will not be responsible for payment to Security Guards and PSO Supervisor during attendance at required trainings. County personnel that provide County-required training will be reimbursed by the County.

#### **5.4 Court Appearances and/or County Investigations**

Security Guards and PSO Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that a Security Guard or PSO Supervisor is called upon as a witness for a job-related incident, arising out of this Contract, the County will reimburse the Contractor as set forth in Contract, paragraph 5.5.10, Payment for Court Appearances and/or County Investigations of the Contract for the court appearance or investigation interview, based on review and approval by the CCA.

### **6.0 CONTRACTOR'S RESPONSIBILITIES**

#### **6.1 Purpose**

- 6.1.1** The Contractor must provide Security Guards and PSO Supervisors who are qualified and experienced professionals that are background cleared, trained, uniformed, equipped, and courteous. Security Guards and PSO Supervisors must be provided as set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. Duties include, but are not limited to the following:

- 6.1.1.1** Screen County employees, clients, visitors and/or other members of the public at designated entrances;
- 6.1.1.2** Ensure visiting County employees present their County issued identification prior to being admitted to a Location, or a restricted area within a Location;
- 6.1.1.3** Provide a highly visible uniformed presence to act as a deterrent to crime;
- 6.1.1.4** Physically intervene to prevent injurious acts to

persons and property;

- 6.1.1.5** Safeguard County property against fire, theft, vandalism, and illegal entry;
- 6.1.1.6** Prevent entry of firearms, weapons, and contraband;
- 6.1.1.7** Provide information and assistance to the public as needed;
- 6.1.1.8** Ensure safety and security are monitored twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year;
- 6.1.1.9** Routinely patrol through the office lobby, stair wells, hallways, employee work areas, and parking structures;
- 6.1.1.10** Communicate with local law enforcement as deemed necessary when unlawful activity is occurring.
- 6.1.1.11** Monitor clients, visitors and county property through closed circuit television (CCTV) system;
- 6.1.1.12** Respond to requests from a Facility Proprietor related to the security needs of the Location; and
- 6.1.1.13** Provide written facility security assessments and recommendations as it pertains to security and safety at no cost to the County. Once a year as requested by the County, Contractor must conduct a facility security assessment at requested sites that contractor provides security services, at no additional cost to the County. Contractor must complete full assessments of all facilities stated in the staffing plan. In addition, contractor will also provide facility security assessments of any site the County anticipates acquiring for County operations at no additional cost to the County. The facility security assessment will include an in-person on-site assessment by the Contractor, and a written report noting the site's current security detail, and practical security recommendations that will enhance the site's overall security detail with the objective to ensure a safe work area for personnel, visitors and property. The assessment and written report must focus on, but will not be limited to, the following topics and provide information and details



that explain weaknesses and provide recommendations on where improvements are needed:

- a. Background/details about the facility;
- b. Summary of assigned security personnel and security features;
- c. Security Breach Points and weaknesses in the sites security detail. Preliminary discussions among security stake holders (DPSS Security Coordinator, Facility Proprietor, Security Analyst, Contractor Project Manager);
- d. Employee safety tips/best practices;
- e. Security enhancement recommendations such as additional security personnel and additional security features;
- f. Review of County IRs;
- g. Other notable observations and recommendations; and
- h. Upon the County's request, Contractor will also provide Incident Specific Facility Security Assessments that are focused on a specific Security Incident, or specific security concern. These assessments and its corresponding assessment report will follow the same requirements of a facility security assessment. Facility Security Assessment reports will be due 45 (forty-five) days after the site assessment is conducted, and the incident specific facility security assessment report will be due 15 days after the site assessment is conducted. Facility security assessments, incident specific facility security assessments and the corresponding reports will be conducted and authored by Contractor's staff that have, at a minimum, of 4 years' experience conducting security assessments and providing written recommendations. A maximum of two years of assessment experience can be substituted by one year of peace officer experience with a U.S. law enforcement agency.

### **6.1.2 Contractor Project Manager**

The Contractor must provide background-cleared, trained, professional and courteous Contractor Project Manager, to supervise staff listed in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone and SOW Attachment 7, Living Wage Staffing Plan. This position is not and must not be directly billed by Contractor to County. Duties include, but are not limited to, the following:

- 6.1.2.1** Perform supervision and administrative duties for Contractor, such as timekeeping, personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations; and
- 6.1.2.2** Interface with DPSS Security Coordinator, CCA, District Director, and DPSS Facility Proprietor.
- 6.1.2.3** Provide a Security Officer Rotation Chart similar to SOW Attachment 8, within five (5) business days after the commencement of the contract and within five (5) business days of when changes occur.

### **6.1.3 Lead Supervisors**

Contractor must provide background-cleared, trained, professional and courteous Lead Supervisors, to supervise staff listed in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone and SOW Attachment 7, Living Wage Staffing Plan. This position is not and must not be directly billed by Contractor to County. Duties include, but are not limited to, the following:

- 6.1.3.1** Interface and coordinate with DPSS Security Analyst, District Director, and DPSS Facility Proprietor.
- 6.1.3.2** Assists in the development of short-term and long-term security strategies that align with DPSS's security objectives, and in the development and implementation of a comprehensive incident response plan.
- 6.1.3.3** Conducts post-incident analyses and assessments to improve security measures.
- 6.1.3.4** Ensures that PSO Supervisors adhere to the established post orders, security standards, and

regulations.

**6.1.3.5** Oversees the PSO Supervisor's day-to-day operations and ensures open posts are covered.

**6.1.3.6** Updates timesheets and monthly invoicing.

#### **6.1.4 Contractor's Contract Manager**

**6.1.4.1** The Contractor must provide a full-time Contract Manager or designated back-up. The County must have access to the Contract Manager and administrative support during all hours, 365 days per year. The Contractor must provide a telephone number where the Contract Manager and administrative support may be reached on a regular basis twenty-four hours per day, seven days a week, including holidays.

**6.1.4.2** The Contractor's Contract Manager or back-up will act as a central point of contact with the County.

**6.1.4.3** The Contractor's Contract Manager or back-up will have full authority to act for Contractor on all matters relating to the daily operation of the Contract. The Contract Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

### **6.2 General Requirements**

**6.2.1** The Contractor will provide, at Contractor's expense, all working materials/documents necessary to perform the services required hereunder, including but not limited to: 1) documents, 2) log sheets, and 3) stationary, as set forth in Subsection 8.11, Daily/Weekly Reporting Documents of this SOW.

**6.2.2** The Contractor-owned equipment and related accessories which are used by Security Guards and PSO Supervisors to provide services under the Contract must be kept clean at all times and must be maintained according to manufacturer standards. The County may from time to time inspect such items to ensure they are in proper working order.

### **6.3 Personnel**

**6.3.1** The Contractor must have the flexibility and capability to provide varying numbers of Security Guards and PSO Supervisors to

Locations in the Zone as specified in Section 1.0, Scope of Work, Subsection 1.2 of this SOW and Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. In the event of emergencies or unforeseen circumstances, Contractor must have the flexibility and capability to provide additional Security Guard service coverage for additional County sites.

## **6.3.2 Background Investigations**

**6.3.2.1** All Security Guards and PSO Supervisors providing services under the Contract, and any Contractor employee designated as Contractor Project Manager, Lead Supervisor, and Contractor Contract Manager, will be required to undergo and pass a background investigation, to the satisfaction of County, as a condition of beginning and continuing to work under the Contract and as a condition for promotion to a supervisory position under the Contract, as described in Subsection 7.7, Background and Security Investigations of the Contract.

**6.3.2.2** 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 and as further described in paragraph 6.3.2, Background Investigations of this SOW. The fees associated with obtaining the background information will be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background clearance investigation.

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

- 1) Felony conviction;
- 2) Conviction for a sex offense;
- 3) Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge;
- 4) Conduct that would preclude the employee from receiving a bond;

- 5) Any conviction of drunk or reckless driving within the last three (3) years;
- 6) Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records; or
- 7) Any pattern of recent or habitual illegal drug use.

### **6.3.3 Administrative File**

The Contractor must maintain an Administrative File for each employee scheduled for a background investigation and prior to the start of Contract. The Administrative File must contain copies of the following:

#### **6.3.3.1 Statement on Workplace Equality Acknowledgement of Receipt**

The Contractor must include the Statement on Workplace Equality and Acknowledgement of Receipt, signed by the employee scheduled for background investigation. See Exhibit A-1, SOW Attachment 4.

#### **6.3.3.2 Contractor Employment Application**

The Contractor must include a copy of a completed employment application on each prospective Security Guard, PSO Supervisor, Lead Supervisor, Contractor Contract Manager, and Contractor Project Manager at the time the candidate is referred for background investigation. The application must, as applicable and appropriate, include the following:

##### **a) Employment History**

Employment history must include a list of candidates' present or last job first, then all jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

##### **b) Military Service**

All military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card and/or military discharge papers and if available the DD214. If candidate

does not possess a Selective Service Card or military discharge papers, explain why information is not available.

c) Driving Record

Current printout of the candidate's Department of Motor Vehicle Record at the time of the candidate's interview with Contractor and annually thereafter.

d) Guard Registration Card

Current and unexpired Guard Registration Card, issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS).

e) Certificate for Cardiopulmonary Resuscitation (CPR) for Adult, Child, and Infant, including Automated External Defibrillator (AED)

Current and unexpired Adult, Child, and Infant CPR card, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours) and Automated External Defibrillator (AED) certification.

f) First Aid Certification for Adult, Child and Infant

Current and unexpired First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).

g) Baton Permit Issued by Bureau of Security & Investigative Services (BSIS)

Current and unexpired baton permit issued by BSIS.

h) Certificate of Training: BSIS Certified Course in Baton Training (4 hours)

Peace Officer Standards and Training (POST) certification in baton, according to paragraph 8.8.3.2(f) of this SOW. All licensees/registrants holding a baton permit may carry any type of baton on the job, as long as he or she is proficient in the use of the specific type of baton.

- i) California Firearm Qualification Card (Armed Security Guards and Armed PSO Supervisors only)

Current and unexpired California Firearm Qualification Card.

- j) California Firearm Permit (Armed Security Guards and Armed PSO Supervisors only)

Current and unexpired California Firearm Permit.

- k) BSIS Certified Course in Firearms Training (8 hours)

Current and unexpired BSIS Certified Course in Firearms Training.

- l) Pepper Spray/Pepper Gel Permit

Current and unexpired permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray or pepper gel).

- m) Valid California Class "C" Driver's License or California Identification Card

Valid California Class "C" Driver's License or California Identification Card.

- n) High School diploma, G.E.D., or equivalent

High School or G.E.D. diploma or equivalent. An equivalent High School or G.E.D. certification obtained from another country will be acceptable. If an employee is unable to provide a High School, G.E.D, or international equivalent, the Contractor must submit a written acknowledgment to County Project Manager explaining the reason for the unavailable required document.

### **6.3.3.3 Preliminary and Annual Physicals /Examination/ Testing/ Proof of Vaccination**

Based on the regulatory compliance requirements Cal/OSHA standard set forth at 8 CCR § 5199, and Title 22 of California Code of Regulations, the County

has established and maintains policies related to initial and annual health examinations, testing, and proof of vaccination of all individuals working in all Locations.

- a) The Contractor must provide the initial physical examination and testing, and provide proof of vaccination as specified below, for all Security Guards, PSO Supervisors including any employee designated as Contractor Project Manager, Lead Supervisor, and Contractor Contract Manager assigned to provide services under the Contract at the time the Administrative file is submitted for County review and annually thereafter. The Contractor must maintain the administrative file with the above information.
- b) Initial physical examination must include, but will not be limited to, the following: Tuberculosis (TB) Screening (skin test with chest x- ray follow-up test for positive skin test), proof of vaccination for: Measles, Mumps, Rubella (MMR) and varicella (chickenpox). Proof of vaccination or declination form signed by candidate for Hepatitis B vaccine. In addition, tetanus, diphtheria, acellular pertussis (Tdap), vision, and H1N1 vaccination, vision, and other tests are optional but may be required by County during the term of the Contract. Seasonal influenza vaccination (one dose for current season each year) may be declined; however, persons who decline the vaccination will be required to wear a mask during the influenza season.
- c) Security Guards, PSO Supervisors, Lead Supervisors, Contractor Project Managers, and Contractor Contract Manager will undergo annual physical examinations, which will minimally include TB screening. Results of these examinations must be maintained in Contractor's employee files (and/or onsite if required by the Location).
- d) Security Guards and PSO Supervisors must have the physical capability to perform all of the duties specified in this SOW. County may require Contractor to provide medical certifications for individual Security Guards or PSO Supervisor, if County determines that their physical condition appears to be questionable.



#### **6.3.4 Experience Requirements**

Contractor must provide personnel who meet the following experience requirements:

##### **6.3.4.1 Contractor Project Manager**

Contractor Project Manager must have a minimum of three (3) years of experience within the last five (5) years providing security project management services, equivalent or substantially similar to those required in the Contract.

##### **6.3.4.2 Lead Supervisors**

Lead Supervisors must have two (2) years' experience within the last three (3) years providing supervision and administrative duties for Contractor, the same or similar to those required in this Contract, such as timekeeping, personnel and payroll support, and interfacing with DPSS and County Facility Proprietor.

##### **6.3.4.3 Contractor Contract Manager**

Contractor Contract Manager must have at least one (1) assigned full-time Contractor Contract Manager, with a minimum of three (3) years' experience within the last five (5) years providing contract management services equivalent or substantially similar to those required in this Contract.

The Contractor Contract Manager is designated by the Contractor to administer the Contract operations after the Contract award and who must adhere to the standards set forth in Contract, Subsection 7.4.

##### **6.3.4.4 Armed PSO Supervisors**

PSO Supervisors must have a minimum of two (2) years paid armed security experience within the last five (5) years.

##### **6.3.4.5 Armed Protection Security Officer**

Protection Security Officers must have two (2) year paid armed security experience within the last five (5) years or training experience provided by the

Contractor.

#### **6.3.4.6 Armed Security Guards**

Security Guards must have one (1) year paid armed security experience within the last five (5) years or training experience provided by the Contractor.

#### **6.3.4.7 Military Service**

Military service may be accepted as meeting all or part of the security experience requirements if military experience is clearly articulated in the candidate's job history.

### **6.3.5 Bilingual Staffing Plan**

The Contractor must establish a bilingual staffing plan that provides bilingual staffing (defined as speaking English and at least one additional language) to meet the needs of each Post as evaluated and required by County.

### **6.3.6 Annual Performance Evaluations**

The Contractor must conduct annual performance evaluations for Security Guards, PSO Supervisors, Lead Supervisors, Contractor Project Managers. A copy of the employee's performance evaluation must be included in each employee's Administrative File.

## **6.4 Contractor-Furnished Items**

All Contractor-furnished items in Subsection 6.4 of this SOW must be provided by the Contractor at Contractor expense and at no cost to Contractor employees or to the County.

### **6.4.1 Uniforms/Identification Badges**

**6.4.1.1** The Contractor must ensure that all on-duty Security Guards and PSO Supervisors wear complete DPSS approved uniforms. The Contractor must provide all employees providing services under the Contract with a DPSS-approved uniform as specified in 6.4.1.3 below. Uniforms must be tailored for the particular employee. Uniforms must be the same for all assigned Security Guards and PSO Supervisors, unless an exception is required or approved by the DPSS Security Coordinator.

**6.4.1.2** The Contractor must obtain written approval for uniform(s) and other related attire from CCA at least ten (10) calendar days prior to commencing work under the Contract.

**6.4.1.3** Uniforms must consist of the following items, unless an exception is required or approved in writing by DPSS:

- a) Trouser – Navy or Black;
- b) Shirt/blouse – Gray or light blue;
- c) Alternate Shirt – Black or White Polo (as requested and approved by County);
- d) Belt – Solid Black, basket weave;
- e) Tie – Solid Black (as needed);
- f) Tie bar – Gold in color (as needed);
- g) Socks – Solid Black or Navy Blue;
- h) Shoes – Solid Black, leather, Military Type (low laced, plain toed oxfords, with smooth finish);
- i) Shoulder patches, as required by California Business and Professions Code 7582.26(f), on both arms of uniform shirt/blouse and jacket;
- j) Rain gear (as needed);
- k) Name Tags;
- l) Jacket, with appropriate shoulder patches, as appropriate to weather conditions – Navy or Black (as needed); and
- m) Photo Identification Badge, with name, to be in the immediate possession of employee, and not visibly displayed while on duty.
- n) Personal Protective Equipment (PPE) (as requested and approved by County), includes but is not limited to: cloth face coverings, surgical masks; goggles or face shields; and other PPE

required by public health orders.

**6.4.1.4** Security Guard and PSO Supervisor uniforms must always be clean and neatly pressed.

**6.4.1.5** The Contractor must provide all employees providing services under the Contract with a County-approved photo identification card, listed in paragraph 6.4.1.3 (m) above, as noted in Subsection 7.6, Contractor Staff Identification of the Contract. Contractor identification card may be subject to County approval and must contain a graphic of the appropriate badge, Contractor name, and at least the following identifying information and specifications:

1. Recent photograph of the employee (within last five (5) years);
2. Full name of employee, employee number, and title;
3. Card should note: Los Angeles County DPSS Contracted Employee;
4. Signature of employee and approving authority;
5. Height, eye color, and hair color of the employee;
6. The card should be numbered by the issuing employer;
7. The card may contain medical information (e.g. blood type) if that information is supported by competent medical documentation;
8. The card should be approximately 3 ½ inches wide by 2 ½ inches high;
9. The card should indicate the date issued and any expiration date established by the issuing employer; and
10. The completed card must be laminated securely both front and back.

**6.4.1.6** Contractor must issue a photo identification card, as described above, to each employee before assigning

the employee to work in any County Location. Contractor personnel may be asked to leave a County Location by a County representative if they do not have the proper photo identification card on their person.

- 6.4.1.7** Contractor must notify County within one (1) Business Day when staff is terminated from providing services under this Contract. The Contractor must retrieve the Contractor photo identification card within the next Business Day after the employee has been terminated or County has revoked clearance. The photo identification badge will be voided and archived in the Administrative File of the terminated employee, if applicable, of this SOW.

## **6.4.2 Security Guard Equipment/Accessories**

- 6.4.2.1** All Security Guards and PSO Supervisors (including relief, as required) must be equipped by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County, with at least the following equipment/accessories:

- a) Current California Guard Registration Card;
- b) Sam/Sally Browne (gun belt);
- c) One (1) Handcuff case;
- d) One (1) set Handcuffs plus key;
- e) Four (4) keepers;
- f) One (1) Key Snap;
- g) One (1) heavy-duty 3-cell flashlight approved by County, or approved alternate, with batteries;
- h) One (1) radio holder/pouch;
- i) Badge, to be worn on the upper left breast of the uniform;
- j) Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick;

- k) Valid and current permit for Baton; and
- l) Pepper spray or pepper gel (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster).
- m) Naloxone/Narcan Spray (or County approved equivalent)

**6.4.2.2** Contractor must be responsible for the maintenance of all Contractor-furnished Security Guard equipment and accessories.

**6.4.2.3** Security Guards must be equipped with all items listed in paragraph 6.4.2 - Security Guard Equipment/Accessories of this SOW, and the following items:

- a) Valid and current firearms permit indicating the specific firearm issued;
- b) Contractor must provide Security Guards one firearm that must be limited to the following authorized firearms list and if personal firearm is desired to be used, the County Project Director must be notified prior:
  - i. 9 mm, semi-automatic authorized firearms:
    - 1. Beretta: models 92F, 92G, Compact models, M9, M9A1, 92G-SD; must be traditional double/single action (DA/SA) with de-cocking lever on the slide and external hammer.
    - 2. Glock: models 17, 17L, 19, 19X, 21, 21sf, 34, 41, 45, 47, and 48. Glock MOS versions are authorized.
    - 3. Smith and Wesson: models M&P 9, M&P 9 M2.0, M&P 9 M2.0 Compact (Performance Models or Pro models are not authorized).
  - ii. .45 caliber, semi-automatic authorized firearms:
    - 1. Beretta: models Cougar 8045F and 8045G.
    - 2. Glock: models 17, 17L, 19, 19X, 21, 21sf, 34, 41, 45, 47, and 48. Glock MOS versions are authorized.

3. Heckler and Koch (DA/SA): models USP45 and HK45, including compact models (The press button de-cocker is prohibited).
  4. Smith and Wesson: models M&P45, M&P45 M2.0, M&P45c M2.0 Compact (Models 645, 4506, 4566, and 457 are also approved).
- c) Firearm holster.
  - d) Ammunition pouch and speedy loaders.
  - e) 9mm or .45 caliber ammunition.
  - f) Jacketed hollow point bullets in accordance with the following:
    - i. Must be factory loaded.
    - ii. A minimum of 12 additional rounds must be carried for the handgun.
    - iii. The ammunition is to be replaced annually.
    - iv. Must be approved by the County.

**6.4.2.4** The Contractor will be responsible for the maintenance of all Contractor-furnished Security Guard firearms and equipment/ accessories.

### **6.4.3 Materials and Equipment**

All materials and equipment must be provided by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County. The purchase and maintenance of all materials/equipment to provide the required services is the responsibility of Contractor. Contractor must ensure all materials and equipment are available and that equipment is clean, well maintained, in good operating condition, neat and professional in appearance, meets manufacturer standards, is safe for the environment, and is safe for use by the employee.

#### **6.4.3.1 Radios**

The Contractor must provide hand-held radios, desktop radio(s), batteries, radio charger, supplies, and maintenance for radios, as follows:

- 6.4.3.1.1** The Contractor must ensure all radios are programmed, available, and that the radio system is operational prior to commencing work under the Contract. The Contractor must also ensure that the radio system is able to operate efficiently and effectively throughout the Location, building, and grounds without interruption and follows all Federal Communication Commission (FCC) regulations.
- 6.4.3.1.2** The Contractor must provide one (1) hand-held radio for each Contractor personnel, designated DPSS personnel, and two or more facility administration personnel, as required.
- 6.4.3.1.3** The Contractor must provide a sufficient number of batteries to provide a fully charged battery and a fully-operational radio for each Security Guard and each PSO Supervisor on each shift.
- 6.4.3.1.4** The Contractor must provide one (1) desktop radio (dependent on Location and/or Zone) for DPSS personnel as required by County.
- 6.4.3.1.5** The Contractor must provide two (2) hand-held radio for the designated County personnel as required by the County.
- 6.4.3.1.6** The Contractor must provide regular maintenance, repair and/or replacement for radio equipment as needed at no cost to the County.

#### **6.4.3.2 Electronic Post Confirmation System**

The Contractor must utilize a check-in/check-out Electronic Post Confirmation System, in addition to actual hard copy sign-in/sign-out sheets, for Security Guard(s) and PSO Supervisor(s) assigned to work at all Locations. The Electronic Post Confirmation System must have the ability to generate a real time report that shows check in/out times, foot patrol as directed by site specific post orders, open posts, and hours worked.



The report will be used to generate monthly invoices to be submitted to the County along with hard copy sign-in/sign-out sheets. The Contractor must provide and maintain such Electronic Post Confirmation System at no cost to the County. The Electronic Post Confirmation System must provide real time open post notices to County and to Facility Proprietor when requested by the County. The Electronic Post Confirmation System will also include a Security Guard scanning system to monitor and adjust the path, start and end times, duration, and location of patrols. Foot Patrol Reports Report will be provided to the County, on a monthly basis or when requested by the County.

#### **6.4.4 Vehicles**

All vehicles must be provided by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County.

**6.4.4.1** The Contractor must provide vehicles for Contractor's relief personnel and PSO Supervisors to enable them to provide relief, make their rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different Locations.

**6.4.4.2** Where vehicle patrols are required, Contractor must provide vehicles to Security Guard personnel to use vehicles to perform their assigned duties.

**6.4.4.3** Contractor vehicles must be clearly identified and must be well maintained and kept clean at all times.

**6.4.4.4** Contractor provided vehicles must be as follows:

- a) Less than five (5) years old;
- b) In good condition/repair with no visible damages;
- c) Properly marked with company name and logo;
- d) Suitable for parking lot patrol;
- e) Must have yellow light bar affixed to roof;
- f) Must have the following items:
  - 1) First aid kit;

- 2) 5 lb. ABC type fire extinguisher;
- 3) Hand-held or vehicle spotlight;
- 4) Traffic cones;
- 5) Flares; and
- 6) Yellow scene management (banner guard type) tape.

g) Tires shall be in good condition at all times.

**6.4.4.5** The Contractor must maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor owned vehicles used by Security Guards and PSO Supervisors providing services under the Contract. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.

**6.4.4.6** The CCA may conduct periodic inspections of all Contractor vehicles used to provide services under the Contract. Contractor must not park Contractor owned vehicles at any County site overnight or when vehicles are not used to conduct inspections or vehicle patrols, unless approved by County. Contractor-owned vehicles must be parked overnight at Contractor provided parking facilities.

**6.4.4.7 Parking Fees**

The Contractor will be responsible for making parking arrangements and paying parking fees for Contractor employees assigned to work at any Location without public or employee parking. The County will not make any special parking arrangements for Contractor personnel.

**6.5 Security Guard and Armed Protection Security Officer Supervisor Training Requirements**

**6.5.1** A detailed outline of all required training is provided in the Exhibit A-1, SOW Attachment 3, Armed Security Guard Training Outline of this SOW (also referenced in this Subsection 6.5 of this SOW). Any

required certifications must be validated and documented on employee training records, as specified in Subsection 8.8, Security Guard and PSO Supervisor Training Program Reports of this SOW.

- 6.5.1.1** Except as otherwise specified in this Exhibit A, SOW, Subsection 6.5, and Exhibit A-1, SOW Attachment 3, Armed Security Guard Training Outline of this SOW, Contractor must be responsible for the training of its Security Guards and PSO Supervisor and must bear all such expenses.
- 6.5.1.2** The Contractor must submit to CCA, ten (10) Business Days prior to commencing work under the contract, a report of the training courses completed by Security Guards and PSO Supervisor assigned to provide services under the Contract. This report must include a roster of Security Guards and PSO Supervisor and each training course attended, as well as a schedule of ongoing training and future training requirements for employees as specified in Exhibit A, SOW, Section 8.0, Reporting Requirements.
- 6.5.1.3** Training of Security Guards and PSO Supervisors for weapon screen/magnetometer must be provided by the Contractor, as required, on County property.

## **6.5.2 Training**

- 6.5.2.1** The Contractor must ensure the provision of required training for all Security Guards and PSO Supervisors as required by Sections 7581, 7583.6, and 7583.7 of the California Business and Professions Code, pursuant to the requirements of the California Department of Consumer Affairs (DCA) BSIS, the needs of DPSS, and any specific requirements of the assignment, including onsite, specialized, annual and/or continuing education Contractor-provided and/or County-provided training, as specified in Exhibit A-1, SOW Attachment 3, Armed Security Guard Training Outline of this SOW.

Contractor must ensure that Security Guards and PSO Supervisors are trained to understand their roles and responsibilities under the Contract, including to: (1) assist and/or report injurious acts to persons and property, (2) provide a uniformed presence as a

deterrent to crime, (3) know the content and Location of Post Orders, (4) understand their role and responsibilities at the specific Location, and (5) provide a professional and courteous demeanor to County clients, employees, and other Security Guards and PSO Supervisors.

**6.5.2.2** Contractor must ensure that Security Guards and PSO Supervisors are trained to actively assist law enforcement agents, in active situations.

**6.5.2.3** Within thirty (30) calendar days of commencement of the Contract, the Contractor must provide the CCA clear steps and thresholds that Security Guards will use as a guide when:

- (1) Escalating their intervention to a physical intervention;
- (2) Providing a highly visible uniformed presence as a deterrent to crime;
- (3) Knowing the content and Location of Post Orders;
- (4) Understanding their role and responsibilities at the specific Location;
- (5) Providing a professional and courteous demeanor to County clients, employees, and other Security Guards and PSO Supervisors; and
- (6) Reminding the public of courteous behavior, as outlined on the Code of Conduct to be provided in the future. (see SOW Attachment 9)

**6.5.2.4** The Contractor must work closely with DPSS during the term of the Contract to ensure the Contractor training plan, as required in Subsection 6.5, Security Guard and PSO Supervisor Training Requirements of this SOW, meets or exceeds training requirements set forth herein.

**6.5.2.5** For each course, or series of courses, the institution or company providing the training must issue a certificate of completion to the Security Guard or PSO Supervisor. It is the responsibility of Contractor to ensure certificates of completion are maintained in the Training File of each Security Guard and PSO Supervisor, as required in paragraph 8.8.3, Security

Guard and PSO Supervisor Training File of this SOW.

#### **6.5.2.6 Training Course Requirements**

Training requirements are set forth in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW. Training required under the Contract includes, but is not limited to:

- (1) Skills Training Course for Security Guards, provided by the Contractor to meet State and County requirements;
- (2) Onsite training provided by Contractor on Security personnel's first day of work to orient Security Guard or PSO Supervisor to the assigned Location, Post, equipment, and/or procedures;
- (3) County-provided training to meet the regulatory requirements and/or policies of the specific Location or Post;
- (4) Specialized County-provided training when required by the particular Location; and
- (5) Annual County and/or Contractor-provided continuing education, supported by the Contractor's evaluation of licensed Security Guard's or PSO Supervisor skills and based on the requirements of the site and/or regulatory or license requirements.

**6.5.3** The Contractor must ensure all Security Guards and PSO Supervisors are trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked by the user daily for safety. All Security Guards and PSO Supervisors must be provided with, and trained in the use of, safety and protective equipment by the Contractor according to OSHA standards.

#### **6.5.4 Firearms Training**

The Contractor must ensure that all firearms training is in compliance with the California Firearms Training Standards prescribed by DCA and BSIS. Firearms training is required for all Security Guards and PSO Supervisor.

#### **6.5.5 Firearms Qualifications**

The Contractor must require all Security Guard classifications and PSO Supervisor classifications to qualify with their weapon twice

annually, once during the first six (6) months of the calendar year and once during the second six (6) months of the calendar year according to BSIS regulations. Firearms qualification slips must be filed with Contractor, maintained in the Training File, and be available for audit by County personnel, upon request.

#### **6.5.6 Weapon Screening, Magnetometer, and X-ray Machine Training**

**6.5.6.1** The Contractor must provide weapon screening, magnetometer, and X-ray machine training to Security Guards and PSO Supervisors located at Locations having such equipment. Such training must be provided at the time Security Guard and PSO Supervisor are assigned to the Post.

**6.5.6.2** The Contractor must provide a training certificate which certifies that Security Guard and PSO Supervisor are competent in equipment use, as set forth Exhibit A-1, SOW Attachment 3, Armed Security Guard Training Outline of this SOW, under Section Three: Elective Courses Required to be Provided Onsite by Contractor on Guard's First Work Day.

#### **6.5.7 Quarterly Customer Service Training**

**6.5.7.1** Every three (3) months, the Contractor must provide one (1) hour of Customer Service Training instruction to all assigned Security Guard and PSO Supervisor personnel, and verification must be provided to CCA.

**6.5.7.2** Quarterly Customer Service Training must include topics set forth in Exhibit A-1, SOW Attachment 3, Armed Security Guard Training Outline of this SOW under Section Two: Mandatory and Elective Courses Required to be maintained in Administrative File, paragraph A, Public Relations, Community and Customer (Mandatory) and topics set forth in Exhibit A-1, SOW Attachment 4, Statement on Workplace Equality and Acknowledgement of Receipt of this SOW.

**6.5.7.3** Contractor must ensure Security Guard and PSO Supervisor personnel continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor. These courses are mandatory in addition to the continuing education

courses specified in Exhibit A-1, SOW Attachment 3, Armed Security Guard Training Outline of this SOW under Section Five: Annual and/or Continuing Education Training.

#### **6.5.8 Narcan Training**

Contractor must provide annual training regarding the use of Narcan (or county approved substitute for Narcan). Guards must carry and administer Narcan in emergent situations.

#### **6.5.9 General Post Orders/Post Order/Site Specific Post Order Orientations and Training**

The Contractor must conduct General Post Orders/Site Specific Post Orders orientation and training to ensure assigned Security Guards, PSO Supervisors, Lead Supervisors, and Contractor Project Managers, are familiar with the Location and understand the Post Orders, including General Post Orders and Site-Specific Post Orders, and understand their responsibilities in the Location. Training to be completed is listed in Exhibit A-1, SOW Attachment 3, Armed Security Guard Training Outline of this SOW under section Three: Elective Courses Required to be Provided Onsite by Contractor on Guard's First Work Day. Eight (8) hours of training is required.

Site/Post-Specific Orientations and Training Contractor must conduct site/post-specific orientation and training to ensure assigned Security Guards, PSO Supervisors, Lead Supervisors, and Contractor Project Managers are familiar with the Location and understand the General Post Orders and Site-Specific Post Orders and understand their responsibilities in the Location.

### **6.6 Contractor Office**

The Contractor must maintain an office, within the County of Los Angeles, with a telephone in Contractor's name, where Contractor conducts business, to facilitate County contract monitoring. The office must be staffed during the hours of 6:00 a.m. to 6:00 p.m., seven (7) days a week, by at least one (1) employee who can respond to inquiries by and complaints from County which may be received regarding Contractor performance of the Contract. Contractor must provide an after-hours phone number that will be manned by Contractor staff. The Contractor must answer calls received by the answering service within one (1) hour of receipt of the call. The Contractor may be required to maintain an additional "on-site" office at particular Locations, with space provided by County, based on the needs of the Locations.

## **6.7 Contractor Continuity of Operational Planning (COOP) and Disaster Preparedness Plan - Emergency Response**

**6.7.1** In compliance with County Chief Executive Office, Emergency Management guidelines, County requires that Contractor submit a COOP and Disaster Preparedness Plan for each Location to the CCA. The CCA will collaborate with the DPSS Office of Emergency Management for review and approval.

**6.7.2** DPSS is responsible for providing security for many essential County programs and services. Contractor's COOP and Disaster Preparedness Plan is used for service restoration in the event of an emergency. In order to ensure uninterrupted services for essential County programs, Contractor must:

1. Prepare a COOP and Disaster Preparedness Plan for each Location within thirty (30) calendar days of commencement of the Contract and submit to the CCA. The CCA will collaborate with the DPSS Office of Emergency Management for review and approval.
2. Conduct emergency response drills at a minimum of one (1) time per year, at each Location where services are provided. Emergency drills are to be conducted in cooperation with DPSS personnel and/or local emergency responders and Location administration personnel. Contractor must document and report the results of these emergency response drills to the CCA. The CCA will collaborate with the DPSS Office of Emergency Management for review and approval. Contractor will provide a report two weeks after each drill detailing the contractor's involvement.
3. Conduct a tabletop (scenario) COOP and Disaster Preparedness Plan exercise, for each Location where services are provided, at a minimum of one (1) time per year. The tabletop exercise must ensure that information in the COOP and Disaster Preparedness Plan is complete and accurate, and that Security Guards and PSO Supervisor know their responsibilities in an emergency. Results of tabletop (scenario) exercises are to be documented and reported to the CCA. The CCA will collaborate with the DPSS Office of Emergency Management for review and approval. The report must include, but is not limited to, an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan, and the timeframe to correct deficiencies. Contractor must ensure all information



included in COOP and Disaster Preparedness Plan is accurate and complete.

4. Update the COOP and Disaster Preparedness Plan, including employee contact information, on an annual and ongoing basis to ensure information contained in COOP and Disaster Preparedness Plan is complete and accurate, and provide an updated Plan to the Contract Administrator. CCA will collaborate with the DPSS Office of Emergency Management for review and approval. All COOPs and Disaster Preparedness Plans are incorporated herein by this reference.
5. Provide the DPSS Office of Emergency Management and DPSS Facility Proprietor with clear details on Security Guards and PSO Supervisors role in participating in the County annual emergency drill. Guards will provide support to the onsite administration during an emergency drill and during an actual emergency. Contractor must make sure this requirement is annotated in the General Post Orders and that County approves the Security Guards and PSO Supervisors role.

**6.7.3** Failure to comply with the requirements of this Subsection 6.7, Contractor COOP and Disaster Preparedness Plan – Emergency Response may result in a County imposed Liquidated Damages against Contractor and, if non-compliance persists, termination or suspension of Contract, as specified in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary of this SOW.

## **7.0 CONTRACTOR WORK REQUIREMENTS**

### **7.1 Security Guard and Armed Protection Security Officer Supervisor General Requirements and Qualifications**

- 7.1.1 Security Guards and PSO Supervisors must possess basic writing skills and computer knowledge for notetaking and completing report forms, the ability to write and speak in English, the ability to work with the public and with County employees in a courteous and respectful manner, and the ability to accept responsibility and work independently.
- 7.1.2 Security Guards and PSO Supervisors must have satisfactorily completed California DCA, BSIS, and County training requirements as required in this SOW and otherwise.
- 7.1.3 Security Guards and PSO Supervisors must be at least twenty-one

(21) years of age to provide services under the Contract.

- 7.1.4** Security Guards and PSO Supervisors must have a working knowledge of pertinent California Penal Code sections (i.e., power of arrest and search and seizure).
- 7.1.5** Security Guards and PSO Supervisors must keep current and have the proper current certificates and licenses required to perform the services under the Contract, including but not limited to those specified in paragraph 6.3.3, Administrative File of this SOW.
- 7.1.6** Security Guards and PSO Supervisors must be in good physical condition and must be able to carry out all work requirements specified in the Contract. This may require, at County's discretion, that Contractor send Security Guards or PSO Supervisors for a fitness for duty exam upon County's request, as referenced in subparagraph 6.3.3.3 of this SOW, at Contractors' expense.
- 7.1.7** When starting work at a Location that is new to the Security Guard or PSO Supervisor, the Security Guard or PSO Supervisor must receive site-specific training, provided by the Contractor, as applicable, prior to beginning work under the Contract, as stated in the Post Orders developed and provided by the DPSS as described in SOW subparagraph 5.2.5.1, Post Orders, and subsection 6.5, Security Guard and PSO Supervisor Training Requirements).
- 7.1.8** Security Guards and PSO Supervisors must provide additional services, such as building and parking lot security services, as determined by County and as stated in Site-Specific Post Orders provided by DPSS as described in paragraph 5.2.5.1, Post Orders of this SOW.

## **7.2 General Performance Requirements**

Security Guards and PSO Supervisors are required to perform the following general performance work requirements:

- 7.2.1** Security Guards and PSO Supervisors must not eat, read, or use personal radios, cellular telephones, televisions, any kind of electronic entertainment devices, Compact Disc players, or tape players at their Posts at any time.
- 7.2.2** Security Guards and PSO Supervisors must be in full uniform, punctual, remain awake, alert, and attentive during their shifts, without exception in accordance with General Post Orders and/or Site Specific Post Orders.

- 7.2.3** Security Guards and PSO Supervisors must report to work in full uniform attire as specified in paragraph 6.4.1, Uniforms/Identification Badges of this SOW with all required equipment/accessories as specified in paragraph 6.4.2, Security Guard Equipment/Accessories and with all materials and equipment as specified in paragraph 6.4.3, Materials and Equipment of this SOW.
- 7.2.4** Security Guards and PSO Supervisors must not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.
- 7.2.5** Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of this SOW. Security Guards and PSO Supervisors must not leave their assigned Posts until properly relieved. Contractor will be responsible for payment of relief staff and coverage, including relief that covers lunch and break times. County will not incur additional cost for any relief staff. Relief coverage must be provided by an equivalent or higher-ranking Security Guard as stated in the Minimum Staffing Plan. In the event that Contractor does not provide equivalent or higher-ranking Security Guard as stated in the Minimum Staffing Plan, Contractor will be subject to open post assessment and to open post liquated damages.
- 7.2.6** Security Guards and PSO Supervisors must not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.
- 7.2.7** Security Guards and PSO Supervisors must present a professional demeanor at all times. Excessive socializing with the public, County employees, or other Security Guards and PSO Supervisors during working hours is prohibited.
- 7.2.8** Security Guards and PSO Supervisors must maintain their Post desk in a neat and presentable manner.
- 7.2.9** Security Guards and PSO Supervisors must have a good working knowledge of self-defense and lawful public restraint procedures.
- 7.2.10** Security Guards and PSO Supervisors must react immediately and take command of security incidents and use sound judgment and discretion in handling unruly members of the public.
- 7.2.11** Security Guards and PSO Supervisors, and other Contractor

employees must not store firearms or contraband in County Locations. Security Guards and PSO Supervisors and other Contractor employees must not bring firearms, other than those approved for their use under the Contract, into County Locations. Security Guards and PSO Supervisors and other Contract employees must not bring visitors into County Locations.

**7.2.12** Security Guards and PSO Supervisors must follow all Federal, State and local laws that apply to the provision of security guard services, particularly those dealing with arrest, detaining, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854 and with all DPSS rules and regulations.

**7.2.13** At County's sole discretion, County may request to remove or relocate a Security Guard from an office, post or the contract due to underperformance, excessive absences, tardiness, unprofessional behavior towards DPSS staff or the public, inattentiveness, or any other reason the County believes necessary.

### **7.3 Security Guard Duties, Restrictions, and Obligations**

Security Guards and PSO Supervisors must be familiar with the Location and duties contained herein that included, but are not limited to the following:

**7.3.1** Sign-in and sign-out each day using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet, provided by the Contractor and located at each Post. Guards must report to work on time and hold over on assigned duties until relieved. In the event that a Security Guard, PSO Supervisor, or Contractor Administrator is not assigned to the site's current Staffing Plan, they must sign-in and out using the County visitor log provided by the Facility Proprietor.

**7.3.2** Operate and test weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held, CCTV systems, and panic alarms systems, if required.

**7.3.3** Cover an assignment at a fixed Post or patrol an area or Location for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property.

**7.3.4** Detain individuals for further investigation when circumstances and conditions warrant such action and there is reasonable suspicion

and cause to do so. As soon as safely possible, but no later than one (1) hour from the detention, they must report such actions to the Facility Proprietor.

- 7.3.5** Physically intervene in emergency situations, in accordance with all legal restraint requirements, when necessary to prevent injurious acts to persons or property within County property. Security Guards are expected to rely on their presence and verbal commands as a means of preventing a situation from escalating. If these tactics prove to be ineffective, the guards will use physical intervention techniques to control the situation. At the request of on-site administration, the guards may need to escort an unruly individual from County premises. If an individual refuses to leave, the contractor may detain and/or contact law enforcement as requested by the on-site administration. Contract guards must, conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention, or arrest.
  - 7.3.5.1** Property will not be stored or taken into temporary custody by any Security Guard. Security Guards will not sign any document nor facilitate any County client department in this practice. Only contraband items resulting in an arrest will be confiscated. These items will only be released to a Deputy Sheriff or handling police officer.
- 7.3.6** Visually screen packages and parcels carried in and out of a Location to secure against theft and prepare written records of contents. Ensure transmittal forms contain authorized signature to accompany materials and items being removed from the Location.
- 7.3.7** Investigate questionable acts or behavior observed or reported on County property, and question witnesses and suspects to ascertain or verify facts, when there is reasonable suspicion and cause to do so.
- 7.3.8** Answer questions and be available to meet the office needs as directed by Administration. Provide Security Guard escort services to and from buildings and vehicles within County property, which includes but may not be limited to County parking lots, County parking structures, lobbies, foyers, and County driveways, as directed by on site Facility Proprietor and as duties permit, to members of the public or County employees.
- 7.3.9** Monitor the security of safe and secure areas within each Location where equipment or items of value are stored as directed in

## Site-Specific Post Orders.

- 7.3.10** Lock and unlock gates and doors as directed in Site-Specific Post Orders or by District Director or Facility Proprietor during emergency situations.
- 7.3.11** Turn off and/or dim lights, and close window coverings at each Location as directed in Site-Specific Post Orders.
- 7.3.12** Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas and detain unidentified or unauthorized individuals as directed by Site-Specific Post Orders. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location, as required in Site-Specific Post Orders.
- 7.3.13** Raise and lower flags at designated times according to General Post Orders and, Site-Specific Post Orders.
- 7.3.14** Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or emergency personnel. Report incident to DPSS personnel or Facility Proprietor as soon as practicably feasible and request further assistance if necessary.
- 7.3.15** Relay reports of bomb threats immediately to corresponding law enforcement agency, and DPSS personnel, Facility Proprietor; and participate in bomb searches organized by corresponding law enforcement agency or other law enforcement agency personnel.
- 7.3.16** Respond to scene of disturbance and/or locally activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.
- 7.3.17** Monitor panic alarm systems, electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in General Post Orders and Site-Specific Post Orders.
- 7.3.18** Receive additional training in the use of Contractor-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required by Location. Contractor is required to provide all radios for Security Guards and at least one radio for each Facility Proprietor as specified in paragraph 6.4.3.1, Radios of this SOW.

- 7.3.19** Conduct regular foot and vehicle patrols of Locations, utilizing Contractor-issued motor vehicles, as required in General Post Orders, Site-Specific Post Orders, or as directed by the Facility Proprietor. Conduct vehicle traffic control services when requested by the Facility Proprietor.
- 7.3.20** Security Guards and PSO Supervisors must possess knowledge of the following:
- 7.3.20.1** Working knowledge of assigned Location including Post Orders, security procedures, alarm systems, and electronic devices;
  - 7.3.20.2** Procedures for reporting and/or correcting hazardous conditions. Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate DPSS personnel, the Facility Proprietor, and/or emergency agency. Reporting should be done as soon as safely possible, but no later than one (1) hour from the occurrence of the hazardous condition.
- 7.3.21** Monitor parking and issue parking violation notices as directed in General Post Orders, Site-Specific Post Orders, or as directed by the Facility Proprietor. When directed by the Facility Proprietor, Security Guards must place parking violation warning notices on vehicles that are on County property and are violating parking lot rules and regulations. Parking violation warning notices will be signed by the Facility Proprietor before placed on the vehicle. Parking violation notices will be provided by contractor at no additional cost to the County. When directed by the Facility Proprietor, Security Guards must call the local towing company to impound abandoned vehicles in county parking lots.
- 7.3.22** Properly maintain and handle safely all firearms and batons (Armed Security Guards and Armed PSO Supervisors only).
- 7.3.22.1** Security Guards must not store any firearms, firearm accessory, baton, ammunition, or Sam/Sally Browne belt at any Location where services under the Contract are being provided.
  - 7.3.22.2** Security Guards must not remove firearms, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless under extreme emergency or in a life-threatening situation, or unless specifically authorized, in writing, by DPSS Security Coordinator.

- 7.3.22.3** Firearms and batons must not be utilized as a measure of threat or intimidation but shall be used only in life threatening or restraint situations.
- 7.3.22.4** Security Guards and PSO Supervisors must not clean firearms at any Location at any time.
- 7.3.22.5** Security Guards and PSO Supervisors must not bring in, and must not use, unauthorized firearms, holsters, and ammunition at any Location at any time.
- 7.3.22.6** In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, the County may proceed with and conduct an administrative investigation. Contractor must fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by the County.
- 7.3.22.7** Contractor must maintain all firearms, ammunition, and accessories in good working condition.
- 7.3.22.8** Firearms and ammunition used by Security Guards and PSO Supervisors will be subject to inspection by authorized County personnel at any time.
- 7.3.22.9** Security Guards and PSO Supervisors must adhere to regulations regarding proper use of firearms as set forth in California Penal Code sections 830.1 through 854.
- 7.3.22.10** Security Guards and PSO Supervisors must not utilize or be under the influence of any illegal or legal substance that would inhibit or hinder the guard's decision-making process and response to security incidents while working under this contract.
- 7.3.22.11** Thirty (30) days after contract execution, Contractor must provide the County with clear written protocols on how Contractor will address these types of concerns. The protocol is subject to County approval. The protocol must include immediate assessment of the suspicion, provide relief coverage, ensure Security Guard is drug tested or provided any other appropriate test.



- 7.3.23** Security Guards must respond immediately to natural, and man-made on-site emergencies, and provide support as needed or as directed by the Facility Proprietor.

#### **7.4 Armed Protection Security Officer Supervisor Duties**

PSO Supervisor duties must include, but may not be limited to, the following duties:

- 7.4.1** Provide direction and instruction to posted and/or patrolling Security Guards by making daily rounds of assigned Locations and monitoring Security Guards' performance under this Contract.
- 7.4.2** Explain post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guards.
- 7.4.3** Immediately respond to on-site emergencies, providing support as needed.
- 7.4.4** Provide training to Security Guards under his/her supervision and ensure that each Security Guard fully understands the duties and services to be provided under this Contract, prior to Security Guard starting work as set forth throughout the Contract.
- 7.4.5** Be available for inspections from County personnel.
- 7.4.6** Be available to the Security Guards under his/her supervision at all times during the assigned shift.
- 7.4.7** Provide technical and administrative advice to Security Guards as appropriate.
- 7.4.8** Ensure that assigned Security Guard coverage is appropriate and adequate to meet County requirements.
- 7.4.9** Inform subordinates of any deviations from acceptable practices and procedures, instruct Security Guards on the proper methods and procedures, and explain conditions in which deviations are permissible.
- 7.4.10** Respond to requests from Security Guards for assistance.
- 7.4.11** Have a thorough knowledge of radio usage and codes, and train Security Guards in these areas.
- 7.4.12** Conduct investigations of incidents and prepare a written memorandum to be provided to DPSS Security Coordinator upon

request.

- 7.4.13** Drive a Contractor-provided motor vehicle to the different assigned Locations.
- 7.4.14** Sign-in and sign-out at visited Locations: A PSO Supervisor must sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/sign-out sheet, provided by the Contractor, to record each Location visited.
- 7.4.15** Provide relief for Security Guard breaks and meals as required.
- 7.4.16** Conduct roll call briefings that include the following:
  - 7.4.16.1** Inspection of personnel to ensure proper uniform appearance, sobriety, and clear comprehension of Post Orders and emergency procedures;
  - 7.4.16.2** Briefings of previous shift(s) activity at each post;
  - 7.4.16.3** Issuance of radios, radio holders and keys (as appropriate) to all Security Guards.
- 7.4.17** Coordinate security personnel to respond to medical emergencies to provide first aid, CPR or a support as needed until medical personnel arrive.
- 7.4.18** Inspects and reports all assigned equipment to include but not limit to metal detectors, X-Ray machines, two-way radios, CCTV systems, etc. and safety hazards to appropriate personnel.

## **7.5 Contractor Project Manager Duties**

Contractor Project Manager duties must include, but will not be limited to, the following duties:

- 7.5.1** Provide direction and instruction to Post and/or patrolling PSO Supervisor and Lead Supervisor by making daily rounds of assigned Location(s) and monitoring PSO Supervisors' and Lead Supervisors' performance under this Contract.
- 7.5.2** Explain post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned PSO Supervisors.
- 7.5.3** Immediately respond to on-site emergencies, providing support as needed.

- 7.5.4** Provide training to PSO Supervisors under his/her supervision and ensure that each PSO Supervisor fully understands the duties and services to be provided under this Contract, prior to PSO Supervisor starting work as set forth throughout the Contract.
- 7.5.5** Be available for inspections from County personnel.
- 7.5.6** Be available to the PSO Supervisor under his/her supervision at all times during the assigned shift.
- 7.5.7** Provide technical and administrative advice to PSO Supervisors as appropriate.
- 7.5.8** Ensure that assigned PSO Supervisor coverage is appropriate and adequate to meet County requirements.
- 7.5.9** Inform subordinates of any deviations from acceptable practices and procedures, instruct PSO Supervisors on the proper methods and procedures, and explain conditions in which deviations are permissible.
- 7.5.10** Respond to requests from PSO Supervisor for assistance.
- 7.5.11** Have a thorough knowledge of radio usage and codes, and train PSO Supervisor in these areas.
- 7.5.12** Conduct investigations of incidents and prepare a written memorandum of report.
- 7.5.13** Drive a Contractor-provided motor vehicle to the different assigned Locations as required.
- 7.5.14** Sign-in and sign-out at assigned Locations. A Post Commander must sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/ sign-out sheet, provided by the Contractor, to record each Location visited.
- 7.5.15** Ensure all security and safety equipment is accounted for and maintained in good working order.
- 7.5.16** Conduct Security Guard and PSO Supervisor inspections and appraisals.
- 7.5.17** Ensure newly hired and/or newly assigned Security Guards and PSO Supervisors are trained appropriately, and all related documentation is completed.
- 7.5.18** Act as liaison for security company, CCA, Facility Proprietor, and DPSS Security Coordinator; providing accurate, timely, and

responsive verbal and written communications, and attending all safety-related meetings, as required.

## **7.6 Lead Supervisor**

Lead Supervisor duties must include, but are not limited to, the following duties:

- 7.6.1** Direct Security Guards and PSO Supervisors during an assigned shift at a Location.
- 7.6.2** Ensure that the watch operates with integrity, providing a safe and secure environment in which all County requirements are met.
- 7.6.3** Ensure all Posts are filled and Security Guards and PSO Supervisors report to their assigned Posts at the start of the shift on time and Posts remain filled throughout the shift.
- 7.6.4** Assume responsibility in an emergency situation, establishing incident command, and reporting to the Facility Proprietor, DPSS Security Coordinator and CCA as soon as the situation allows, and it is safe to do so.
- 7.6.5** Maintain an accurate and timely log throughout the shift. Prepare reports as required in the General Post Orders and/or Site-Specific Post Orders.
- 7.6.6** Prepare Contractor's Security Incident Reports and make notifications, as required, for any security incidents that occur during the shift.
- 7.6.7** Provide information to the next shift, verbally and/or in writing, for all reportable information as required by the General Post Orders and Site-specific Post Orders for the Location.

## **7.7 Armed Protection Security Officer**

Protection Security Officer duties must include, but are not limited to, the following duties:

- 7.7.1** Assessing potential threats and risks to devise and implement effective security strategies.
- 7.7.2** Actively patrol interior and exterior areas of the Department facility, including County parking lots/structures, and check for unauthorized personnel and illegally park vehicles, which must be reported as appropriate. Patrols must include hallways to ensure

that unauthorized individuals do not access the work areas unescorted.

- 7.7.3** Responds and takes charge of incidents in public areas where there is a possibility of County liability, injury, or illness involving the public.
  - 7.7.3.1** If immediate medical action is not required, notify DPSS Facility Proprietor or designate prior to calling emergency services. DPSS Facility Proprietor or designee will participate in assessing the situation.
  - 7.7.3.2** If immediate action is required, call Law Enforcement and/or paramedics, as appropriate, and then notify DPSS Facility Proprietor or designee as soon as possible.
- 7.7.4** Performs physical security checks and patrols to prevent unauthorized access, vandalism, or other criminal activity.
- 7.7.5** Investigates questionable acts observed or reported in the facility and questions witnesses and suspects to establish and verify facts.
- 7.7.6** Pursues, apprehends and detains persons injuring others and/or damaging property within the premises, and detains suspects until local law enforcement arrives.
- 7.7.7** Operates advanced security equipment and systems, such as CCTV, alarm systems, and access control systems.
- 7.7.8** Responds to locally activated fire, burglary or other alarms.
- 7.7.9** Coordinates with law enforcement agencies and emergency services when necessary.
- 7.7.10** Act as the lead and the support for the Security Guards.
- 7.7.11** Physically intervene to terminate injurious acts, conducts searches of individuals for weapons, illegal devices, or contraband and detains individuals for further investigation or arrest where circumstances and conditions warrant such action.
- 7.7.12** Respond to medical emergencies to provide first aid, CPR or a support as needed until medical personnel arrive.

## **8.0 REPORTING REQUIREMENTS**

Contractor must prepare, submit, and maintain documents and reports pursuant to the Contract, including this SOW. Contractor must submit documents at the frequency specified in the Contract, including this SOW.

## **8.1 Invoices**

Contractor must furnish to the County, in a timely manner, true, accurate, and complete Monthly Invoice(s), with all necessary supporting documentation, as set forth in subsection 5.5, Invoices and Payments, of the Contract.

## **8.2 Quality Control Plan**

Contractor must maintain, update as necessary and provide to CCA, immediately upon request, a detailed Quality Control Plan as specified in Section 3.0, Quality Control, of this SOW.

## **8.3 Monthly Inspection Report**

A Monthly Inspection Report (MIR) is to be completed by the end of each month, and submitted to the CCA on the fifteenth (15<sup>th</sup>) calendar day of the following month for each Location for which services were provided, according to Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of this SOW, which must provide full details on all services provided, 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 must be provided. A complete record of all MIRs conducted by Contractor must be made available upon request by County and include recommendations regarding security and safety as it relates to, County facilities, employees, and visitors. Contractor must maintain all MIR records and reports for five (5) years following termination of the Contract.

**8.3.1** Security Equipment Report will be part of the Monthly Inspection Report. A Security Equipment Report will be completed for each Location. Contractor must ensure Security Guards and, PSO Supervisors are conducting security equipment inspections for the following:

- a) X-ray machines;
- b) Walkthrough metal detectors;
- c) Hand-held metal detectors;
- d) Closed Circuit TV systems;
- e) Panic alarms systems;
- f) Security radios;
- g) Keycard systems;

- h) Perimeter fences; and
- i) Perimeter entrances.

Contractor must provide a monthly Security Equipment Report to the County Contractor Administrator with a copy to DPSS Security Coordinator on the fifteenth (15<sup>th</sup>) day of every month.

#### **8.4 Recruitment Plan**

Contractor must inform County of how they intend to recruit and maintain a pool of additional personnel (as described in paragraph 6.3.1 of this SOW) to provide services under the Contract by providing to CCA a detailed recruitment plan at least ten (10) business days prior to commencing work after commencement of the execution of this Contract and make changes as recommended by County.

#### **8.5 Procedural Manual**

Contractor must develop and provide a procedural manual describing how Contractor will inform their employees of procedural changes made by County or other entity to its employees, within ten (10) business days after commencement of the Contract. The contractor must provide a copy of the procedural manual to the CCA email address identified on Exhibit D, County's Administration.

#### **8.6 Complaint Investigation Procedures**

Within ten (10) Business Days after the Contract effective date, Contractor must develop, maintain, and follow procedures for receiving, investigating and responding to complaints by Security Guards, PSO Supervisors, members of the public, and/or County personnel as set forth in Contract in subsection 8.5, Complaints.

#### **8.7 Firearms List**

- 8.7.1** For every Security Guard and PSO Supervisor performing services under the Contract, Contractor must provide a list of firearms to the CCA with the make, manufacturer, and serial number of each Security Guard or PSO Supervisor's firearm. The firearms list must be provided prior to a Security Guard or PSO Supervisor being assigned to a Location.
- 8.7.2** Contractor must be responsible for keeping the firearms list up to date, adding or deleting personnel, and noting other changes as appropriate. Contractor must provide the CCA with updated firearms list upon request.

**8.7.3** Contractor must conduct a Firearm List verification process and provide Firearm List Verification Report. The report must be provided to the CCA on the 15<sup>th</sup> of August, and on the 15<sup>th</sup> of April of each contract year. The report must include firearm make, manufacturer, serial number, Security Guard's employee information, guard card information, Firearm permit information. The Firearm List Verification Report must be reviewed, verified and signed by the Armed Security Guard and their immediate PSO Supervisor, and the Contractor Contract Manager.

## **8.8 Security Guard and Armed Protection Security Officer Supervisor Training Program Reports**

### **8.8.1 Training Tracker, Training Compliance Report, and Notification of Required County Training**

- a) Contractor must ensure that all Security Guard, PSO Supervisors, and Lead Supervisor remain current in all required training and certifications, including required updates provided by County. Training may be provided in person or online if it becomes available.
- b) Contractor must establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with this Contract.
- c) Contractor must provide a Training Compliance Report at the time of the quarterly performance evaluation meetings, or as requested by CCA.
- d) Contractor must request annual County-required training, as specified in paragraph 6.5.2.1 of this SOW, by providing a Notification of Required County Training to CCA at least sixty (60) calendar days prior to the date annual training is needed, to allow time for coordination and scheduling of the necessary training with County providers. The content of County and Contractor training plans are subject to change at the sole discretion of County.
- e) A Training Compliance Report must be kept in each employee's Training File and shall include:
  - 1. Name of Security Guard or PSO Supervisor;
  - 2. Title of training;
  - 3. Date completed;
  - 4. Number of hours;



5. Certificate of completion received; and
6. Future training and date needed.

#### **8.8.2 Security Guard and Armed Protection Security Officer Supervisor Training File**

**8.8.2.1** Contractor must be responsible for maintaining a Training File for each employee assigned to provide services under the Contract. The Training File must contain copies of completed Contractor background investigation records; records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County. The Training File must be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by County, state, or federal representatives. On-site storage and retrieval of Security Guard and PSO Supervisor Training Files may be required, based on the needs of the Location where services are performed.

**8.8.2.2** The Training File must include, but will not be limited to, the following current certifications and information:

- a) Annual Performance Evaluations as required in paragraph 6.3.6, Annual Performance Evaluations of this SOW;
- b) Current Cardiopulmonary Resuscitation Certificate (CPR) Card for Adult, Child and Infant, issued by American Red Cross or equivalent provider;
- c) Current First Aid Certificate for Adult, Child and Infant, issued by American Red Cross or equivalent provider;
- d) Current Guard Registration Card issued by the California DCA, BSIS;
- e) Current permit for baton pursuant to Section 12002 of the California Penal Code;
- f) Current BSIS certification in the use of baton;
- g) Current and unexpired permit to carry ten percent (10%) solution of oleoresin capsicum (pepper

spray or pepper gel);

- h) Current California Firearm Permit (Security Guards and PSO Supervisors only);
- i) Current State of California Firearms Qualification Card – twice per year, first six months of year and second six months of year (Armed Security Guards and PSO Supervisors only);
- j) Valid California Class “C” Driver’s License and/or Identification Card (Driver’s License only if required by position);
- k) Record of Radio Procedures Training;
- l) Record of crisis intervention techniques training (if required);
- m) Record of training as specified in Exhibit A-1, SOW Attachment 3, Armed Security Guard Training Outline and Subsection 6.5, Security Guard and PSO Supervisor Training Requirements of this SOW;
- n) Record of Location-specific employee training.

### **8.8.2.3 In-Service Training Report**

Contractor shall provide a monthly report of all in-service training (training received while providing services at a Location) to County contract Administrator by the tenth (10<sup>th</sup>) calendar day of the following month in which training was completed. If the 10<sup>th</sup> falls on a weekend or holiday the in-service training monthly report will be due the following business day. Report shall be in spreadsheet format and include the following: Location name, guard last name, guard first name, guard card number, date of training, name of in-service training, type of training (computer, class, handout, demonstration), brief description of training, and attach course description if available.

## **8.9 Notification of Infectious Potential**

- 8.9.2** Contractor must immediately notify the DPSS Security Coordinator and the CCA of any Security Guard or PSO Supervisor reporting

contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any Security Guard or PSO Supervisor determined to have infectious potential must be removed from his/her Post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note.

**8.9.3** County may provide, without incurring liability, referrals to Contractor and its Security Guards and PSO Supervisors with respect to health examinations, vaccinations, or other medical treatment which may be necessitated as a result of infection potential notification.

**8.9.4** Contractor must, utilizing available public information, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.

#### **8.10 Security Guard and Armed Protection Security Officer Supervisor Medical Records**

**8.10.1** The Contractor must maintain compliance with the Health Insurance Portability and Accountability Act (HIPAA) as set forth in Contract Subsection 9.13 and Exhibit I, Business Associate Agreement under the HIPAA of 1996 of the Contract.

#### **8.11 Daily/Weekly Reporting Documents**

Contractor must maintain Security Guard and PSO Supervisor Sign In/Out Sheets, and Daily Activity Reports (DAR) at each Location where services are provided. The completed Sign In/Out Sheets must be submitted with monthly invoices to CCA, or designee, for review. Records will include, but may not be limited to:

##### **8.11.2 Security Guard Sign In/Out**

Security Guards must sign in upon arrival at Post and sign out at the end of each shift using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet.

##### **8.11.3 Armed Protection Security Office Supervisor Sign In/Out Sheet**

PSO Supervisors must sign in and out at each Location when making their rounds using both an Electronic Post Confirmation System and a hard copy PSO Supervisor Sign In/Out Sheet.

##### **8.11.4 Security Guard Daily Activity Report (DAR)**

Security Guards must note the time and briefly describe events that have taken place each day, such as theft, fire, unauthorized entry to secured area, property damage, bodily injury, etc. DAR must be completed at the end of each shift and available for inspection at the beginning of the next shift. This must be submitted to the County Security Coordinator within 24 hours.

#### **8.11.5 Armed Protection Security Officer Supervisor Daily Activity Report (DAR)**

PSO Supervisor must, while conducting patrol in Contractor-furnished motor vehicles, note their starting and ending mileage when making the rounds, Locations visited, guards inspected, training completed, relief given for breaks or meal periods, records reviewed, DPSS personnel encountered, CCAs and Contract Program Monitors contacted, and any Contract Discrepancy Report follow-up completed. DAR notations are to be made following each Location visit. DAR must be completed at the end of each shift and available for inspection at the beginning of the next shift.

### **8.12 Incident Report (IR)**

**8.12.1** Security Guards and PSO Supervisors must report any lost, theft, or misuse or any Contractor-owned or County-owned equipment immediately to the Facility Proprietor, and Contractor Project Manager, by phone and email. Contractor Project Manager will follow-up the preliminary notification with a written memorandum or a Contractor's IR to the Facility Proprietor and Security Coordinator via email by the end of shift. Written documentation will include: report date, date, time, and Location where item became lost or was stolen, description of missing item, serial number (if applicable), and Contractor and County employees assigned to Post. The DPSS Security Coordinator will immediately follow-up with the Facility Proprietor with a copy to the CCA. Facility Proprietor will submit a County SIR regarding the incident.

**8.13.2** Security Guards and PSO Supervisors must report the loss, theft, or misuse of any weapon, baton, Sam/Sally Browne belt, or ammunition immediately to the Facility Proprietor, and Contractor Project Manager. A written memorandum or Contractors IR describing the missing items, serial number, date of incident, and name of employee assigned to Location must be submitted by the Contractor Project Manager to the Facility Proprietor, DPSS Security Coordinator and County Project Manager within an hour of incident. The DPSS Security Coordinator will follow up immediately with the Facility Proprietor with a copy to the CCA.

Facility Proprietor will submit a County SIR regarding the incident.

- 8.13.3** Security Guards or PSO Supervisors must immediately report to the Facility Proprietor, and Contractor Project Manager any incidents requiring fire, law enforcement, health authorities and/or Facility Proprietor response; on any incidents involving: arrest/detention of member of the public or County employee, assault, force used by Security Guard, act or threat of physical violence, attempted suicide, bomb threat, death at the Location, shooting, natural or manmade disaster, incident involving a restraining order, evacuation or partial evacuation, visit by regulatory authorities such as CAL-OSHA, fire, theft, flood, hazardous materials, hostage or barricade, mechanical or power failure, discharge of firearms, bodily injury, allegation of sexual harassment or contact by administrator involving Security Guard. Security Guards or PSO Supervisors must immediately follow up on these incidents by preparing a written memorandum or a Contractor IR. Written documentation must describe the incidents in detail and be submitted to the Facility Proprietor, DPSS Security Coordinator and the Contractor Project Manager before the end of the shift, or if incidents occur after hours, the next morning. The DPSS Security Coordinator will immediately follow-up with the Facility Proprietor with a copy to the CCA. Facility Proprietor will submit a County SIR regarding the incident.
- 8.13.4** Security Guards and PSO Supervisors must immediately report all incidents that may involve potential property damage or personal injury, as outlined in Post Orders, to Facility Proprietor and Contractor Project Manager. Facility Proprietor will submit a County SIR regarding the incident. If facility proprietor needs written documentation from the Security Guard or PSO Supervisor, the Facility Proprietor will forward their request to the DPSS Security Coordinator who will forward the request to the Contractor Project Manager. The Contract Project Manager will provide the written report or Contractors IR within 24 hours of the request.
- 8.12.5** Any damage or injury resulting from the accidental discharge of a Security Guard's or PSO Supervisor's firearm must be the sole liability of Contractor. Security Guard or PSO Supervisor must notify the County DPSS Security Coordinator, Contract Project Manager, and local law enforcement immediately of any accidental discharge and submit a Contractor IR to the County DPSS Security Coordinator within one (1) hour of incident. The DPSS Security Coordinator must immediately notify the CCA.
- 8.12.6** A Monthly Site Staffing Plans (MSSP) must be completed by the

tenth (10<sup>th</sup>) calendar day of each month by the Contractor for each location. The MSSP must list all the names of the contract guards assigned to the site, based on the number of contract guards indicated on the current Post Order. It is the responsibility of the contractor to provide the MSSP to the corresponding CCA on the tenth (10<sup>th</sup>) calendar day of each month, and/or when requested by the County.

## **9.0 GREEN INITIATIVE**

- 9.1** Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 9.2** Contractor must notify County’s Contract Administrator of Contractor’s new green initiatives prior to the contract commencement.

## LOCATIONS AND ADDRESSES

LOC	LOCATION NAME	STREET ADDRESS	ZONE	FACILITY ACTIVE	FACILITY INACTIVE	PARKING ACTIVE
1	LANCASTER DISTRICT	349-B E. AVENUE K-6 LANCASTER, CA 93535	1	X		
2	LANCASTER -GR	337 E. AVENUE K-10 LANCASTER, CA 93535	1	X		
3	LANCASTER IHSS	335-C E. AVENUE K-6 LANCASTER, CA 93535	1	X		
4	PALMDALE GAIN/MAXIMUS	1050 E. PALMDALE BLVD. #204 PALMDALE, CA 93550	1	X		
5	SANTA CLARITA BRANCH	27233 CAMP PLENTY RD. CANYON COUNTRY, CA 91351	1	X		
6	BURBANK IHSS/GAIN/MAXIMUS	3307 N. GLENOAKS BLVD. BURBANK, CA 91504	2	X		
7	CHATSWORTH IHSS	21615 PLUMMER ST. CHATSWORTH, CA 91311	2	X		
8	CUSTOMER SERVICE CENTER III	9451 CORBIN AVE. NORTHRIDGE, CA 91324	2	X		
9	GLENDALE DISTRICT	4680 SAN FERNANDO RD. GLENDALE, CA 91204	2	X		
10	SAN FERNANDO VALLEY BRANCH	9188 GLENOAKS BLVD. SUN VALLEY, CA 91352	2	X		
11	WEST VALLEY DISTRICT	21415 PLUMMER ST. CHATSWORTH, CA 91311	2	X		
12	CROSSROADS CAMPUS (WEST BUILDING)	12820 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
13	CROSSROADS CAMPUS (MAIN BUILDING)	12860 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
14	CROSSROADS CAMPUS (EAST BUILDING)	12900 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
15	CROSSROADS CAMPUS (FISCAL OPERATIONS DIVISION/IHSS HELPLINE)	12801 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
16	CROSSROADS CAMPUS (BUREAU OF HUMAN RESOURCES)	12851 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
17	CUSTOMER SERVICE CENTER I, IV, AND V/MEDIA	3400 AEROJET AVE. EL MONTE, CA 91731	3	X		
18	EL MONTE/SAN GABRIEL DISTRICTS	3350/3352 AEROJET AVE. EL MONTE, CA 91731	3	X		
19	ATLAS CAMPUS (IHSS OPS II MONTEREY PARK/MIE/ GAIN REGION III)	588 ATLAS AVE. MONTEREY PARK, CA 91755	3	X		
20	PASADENA DISTRICT	955 N. LAKE AVE. PASADENA, CA 91104	3	X		
21	PASADENA SUPPLEMENTAL PARKING	991 N. LAKE AVE. PASADENA, CA 91104	3			X

**EXHIBIT A-1, SOW ATTACHMENT 1**

<b>LOC</b>	<b>LOCATION NAME</b>	<b>STREET ADDRESS</b>	<b>ZONE</b>	<b>FACILITY ACTIVE</b>	<b>FACILITY INACTIVE</b>	<b>PARKING ACTIVE</b>
22	POMONA DISTRICT	2040 W. HOLT AVE. POMONA, CA 91768	3	X		
23	POMONA GAIN REGION III SUB OFFICE	2255 N. GAREY AVE. POMONA, CA 91767	3	X		
24	POMONA IHSS	360 E. MISSION BLVD. POMONA, CA 91766	3	X		
25	EXPOSITION PARK/ASH/ GAIN REGION IV/CSC VI	3833 SOUTH VERMONT AVE. LOS ANGELES, CA 90037	4	X		
26	GAIN REGION I	5200 W. CENTURY BLVD. LOS ANGELES, CA 90045	4	X		
27	METRO NORTH DISTRICT	2601 WILSHIRE BLVD. LOS ANGELES, CA 90057	4	X		
28	METRO SPECIAL/METRO FAMILY	2707 SOUTH GRAND AVE. LOS ANGELES, CA 90007	4	X		
29	RANCHO PARK DISTRICT	11110 W. PICO BLVD. LOS ANGELES, CA 90064	4	X		
30	SOUTHWEST SPECIAL DISTRICT	1819 CHARLIE SIFFORD DR. LOS ANGELES, CA 90047	4	X		
31	WILSHIRE SPECIAL DISTRICT	2415 W. 6 <sup>TH</sup> ST. LOS ANGELES, CA 90057	4	X		
32	BELVEDERE DISTRICT	5445 WHITTIER BLVD. LOS ANGELES, CA 90022	5	X		
33	BELVEDERE DISTRICT PARKING STRUCTURE	759 S. BELDEN AVE. LOS ANGELES, CA 90022	5			X
34	CIVIC CENTER DISTRICT	813 E. 4 <sup>TH</sup> PLACE LOS ANGELES, CA 90013	5	X		
35	CIVIC CENTER DISTRICT PARKING STRUCTURE	321 HEWITT ST. LOS ANGELES, CA 90013	5			X
36	FLORENCE DISTRICT	1740 E. GAGE AVE. LOS ANGELES, CA 90001	5	X		
37	GAIN REGION VI	5460 BANDINI BLVD. BELL, CA 90201	5	X		
38	LINCOLN HEIGHTS DISTRICT	4077 N. MISSION RD. LOS ANGELES, CA 90032	5	X		
39	METRO EAST DISTRICT	2855 E. OLYMPIC BLVD. LOS ANGELES, CA 90023	5	X		
40	METRO EAST DISTRICT PARKING LOT	2813 E. OLYMPIC BLVD. LOS ANGELES, CA 90023	5			X
41	METRO EAST START /TOY LOAN & VOLUNTEER SERVICES	2200 NORTH HUMBOLDT ST. LOS ANGELES, CA 90031	5	X		
42	SOUTH CENTRAL DISTRICT	10728 S. CENTRAL AVE. LOS ANGELES, CA 90059	5	X		
43	SOUTH CENTRAL START	2701 FIRESTONE BLVD. SOUTH GATE, CA 90280	5	X		
44	VACANT*	8130 SOUTH ATLANTIC AVE. CUDAHY, CA 90201	5		X	
45	COMPTON DISTRICT	211 E ALONDRA BLVD. COMPTON, CA 90220	6	X		



**EXHIBIT A-1, SOW ATTACHMENT 1**

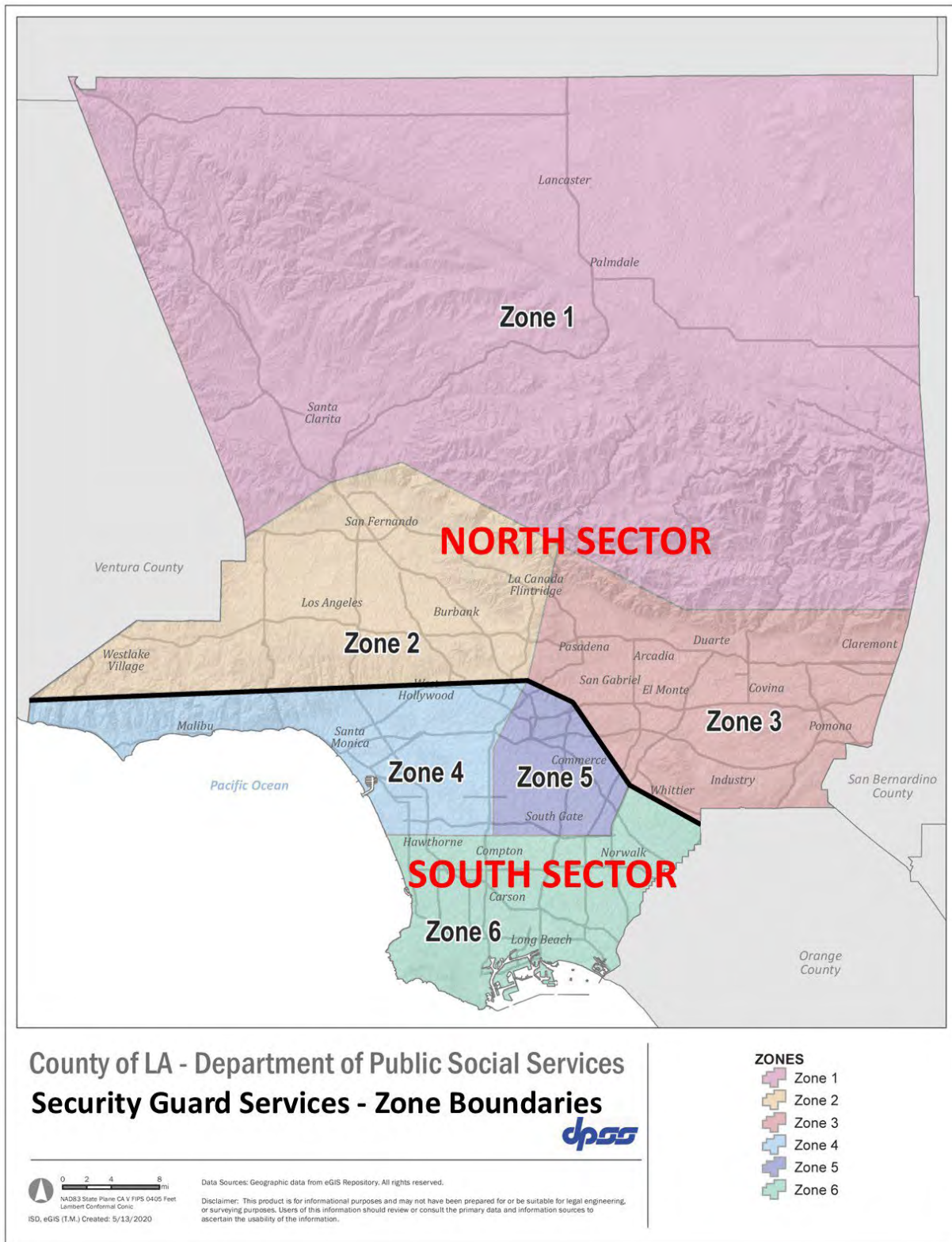
<b>LOC</b>	<b>LOCATION NAME</b>	<b>STREET ADDRESS</b>	<b>ZONE</b>	<b>FACILITY ACTIVE</b>	<b>FACILITY INACTIVE</b>	<b>PARKING ACTIVE</b>
<b>46</b>	DPSS ACADEMY / PROPERTY MANAGEMENT & STRATEGIC SPACE PLAN**	12440 E. IMPERIAL HWY., NORWALK, CA 90650	6	X		
<b>47</b>	HAMILTON CAMPUS (IHSS OPS IV TORRANCE/WFP&I/MEDI-CAL)	20101 HAMILTON AVE. TORRANCE, CA 90502	6	X		
<b>48</b>	INFORMATION TECHNOLOGY DIVISION	14714 CARMENITA RD. NORWALK, CA 90650	6	X		
<b>49</b>	NORWALK DISTRICT**	12727 NORWALK BLVD. NORWALK, CA 90650	6	X		
<b>50</b>	HUGHES CAMPUS (SOUTH SPECIAL/SOUTH FAMILY/ GAIN REGION V/CSC II/CSC VIII)	1500 HUGHES WAY LONG BEACH, CA 90810	6	X		
<b>51</b>	WAREHOUSE LOGISTICS AND ASSET MANAGEMENT SECTION/PSSS	13409 CARMENITA RD. SANTA FE SPRINGS, CA 90670	6	X		

**Facility Active/Parking Active: Site needs security**

**\* Location not currently receiving services.**

**\*\* Location may be relocated in the future.**

## Security Guard Services Zone Boundaries



## MINIMUM STAFFING PLAN BY ZONE NORTH SECTOR

### MINIMUM STAFFING PLAN BY ZONE - NORTH SECTOR (Contractor Agency Name)

LOC#	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	LUNCH	DAILY HOURS		
								REG	OT	TOTAL
DPSS	PALMDALE GAIN/MAXIMUS	1	Lobby Guard #1	Armed	0730 - 1730	Mon - Fri	1 Hour Lunch	8	1	9
4	1050 E. PALMDALE BLVD., # 204	1	Lobby Guard #2	Armed	0730 - 1730	Mon - Fri	1 Hour Lunch	8	1	9
	PALMDALE, CA 93550									
		2		Total Armed				16	2	18
DPSS	LANCASTER GR	1	Lobby Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
2	337 E. AVENUE K-10	1	Lobby Guard #2	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
	LANCASTER, CA 93535	1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		3		Total Armed				24	0	24
DPSS	LANCASTER IHSS	1	Lobby Guard #2	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
3	335-C E. AVENUE K-6	1	Lobby Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LANCASTER, CA 93535									
		2		Total Armed				16	0	16
DPSS	LANCASTER DISTRICT	2	Main Lobby Guard #1, #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	16	0	16
1	349-B E. AVENUE K-6	1	Main Lobby Guard #3	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
	LANCASTER, CA 93535	1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		5		Total Armed				40	0	40
DPSS	BURBANK IHSS/GAIN/MAXIMUS									
6	3307 N. GLENOAKS BLVD.	1	Main Lobby/Weapons Screening Guard	Armed	0700 - 1700	Mon - Fri	1 Hour Lunch	8	1	9
	BURBANK, CA 91504									
		1		Total Armed				8	1	9



## MINIMUM STAFFING PLAN BY ZONE NORTH SECTOR

LOC#	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	LUNCH	DAILY HOURS		
								REG	OT	TOTAL
<b>DPSS</b>	<b>CUSTOMER SERVICE CENTER III</b>									
8	9451 CORBIN AVE.	1	Lobby Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	NORTHRIDGE, CA 91324									
		<b>1</b>		<b>Total Armed</b>				<b>8</b>	<b>0</b>	<b>8</b>
<b>DPSS</b>	<b>WEST VALLEY DISTRICT</b>	1	Main Lobby Guard #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
11	21415 PLUMMER ST.	2	Main Lobby Guard #2, #3	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	16	0	16
	CHATSWORTH, CA 91311	1	Patrol and Respond Guard #1	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol and Respond Guard #2	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	GAIN Lobby Guard	Armed	0900 - 1900	Mon - Fri	1 Hour Lunch	8	1	9
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		<b>8</b>		<b>Total Armed</b>				<b>64</b>	<b>1</b>	<b>65</b>
<b>DPSS</b>	<b>CHATSWORTH IHSS</b>									
7	21615 PLUMMER ST.	1	Lobby Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	CHATSWORTH, CA 91311	1	Lobby Guard #2	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		<b>2</b>		<b>Total Armed</b>				<b>16</b>	<b>0</b>	<b>16</b>
<b>DPSS</b>	<b>GLENDALE DISTRICT</b>	1	Back Door/Parking Lot/2nd Floor Lobby Guard	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
9	4680 SAN FERNANDO RD.	2	Main Lobby/Weapons Screening Guard #1, #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	16	0	16
	GLENDALE, CA 91204	1	Parking Lot/Main Lobby Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Parking/2nd Floor/Main Lobby Guard	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #3	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #4	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #5	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #6	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		<b>11</b>		<b>Total Armed</b>				<b>88</b>	<b>0</b>	<b>88</b>

## MINIMUM STAFFING PLAN BY ZONE NORTH SECTOR

LOC#	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	LUNCH	DAILY HOURS		
								REG	OT	TOTAL
DPSS	<b>SAN FERNANDO VALLEY BRANCH</b>	1	Main Lobby Guard #1	Armed	0730 - 1630	Mon - Fri	1 Hour Lunch	8	0	8
10	9188 GLENOAKS BLVD.	1	Main Lobby Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	SUN VALLEY, CA 91352	1	2nd Floor Lobby Guard	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		5		Total Armed				40	0	40
DPSS	<b>SANTA CLARITA BRANCH</b>	1	Main Lobby Guard	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
5	27233 CAMP PLENTY RD.	1	Rover Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
	CANYON COUNTRY, CA 91351									
		2		Total Armed				16	0	16
DPSS	<b>PASADENA DISTRICT</b>	1	Main Entrance Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
20	955 N. LAKE AVE.	1	Main Entrance Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	PASADENA, CA 91104	1	Main Entrance Guard #3	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		5		Total Armed				40	0	40
DPSS	<b>EL MONTE/ SAN GABRIEL DISTRICTS</b>									
18	3350/3352 AEROJET AVE	3	WS Guard #1, #2, #3	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	24	0	24
	EL MONTE, CA 91731	1	Command Center Guard	Armed	09:00 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	GR Lobby Guard & Lobby C	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #3	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #4	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #5	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		10		Total Armed				80	0	80
DPSS	<b>CUSTOMER SERVICE CENTER I, IV, AND V /MEDIA</b>	1	Main Lobby Guard	Armed	0645 - 1445	Mon - Fri	30 min LOP	8	0	8
17	3400 AEROJET AVE.	1	Parking Lot Guard	Armed	0930 - 1930	Mon - Fri	1 Hour Lunch	8	1	9
	EL MONTE, CA 91731	1	Patrol Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		3		Total Armed				24	1	25



## MINIMUM STAFFING PLAN BY ZONE NORTH SECTOR

LOC#	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	LUNCH	DAILY HOURS		
								REG	OT	TOTAL
<b>DPSS</b>	<b>POMONA DISTRICT</b>	1	Main Entrance Guard #1	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
22	2040 W HOLT AVE.	1	Main Entrance Guard #2	Armed	0800 - 1800	Mon - Fri	1 Hour Lunch	8	1	9
	POMONA, CA 91768	1	Patrol	Armed	1000 - 1800	Mon - Fri	30 min. LOP	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #3	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		6	<b>Total Armed</b>					48	1	49
<b>DPSS</b>	<b>POMONA GAIN REGION III SUB OFFICE</b>	1	Weapons Screening Guard	Armed	0730 - 1630	Mon - Fri	1 Hour Lunch	8	0	8
23	2255 N. GAREY AVE.	1	Main Lobby Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
	POMONA, CA 91767									
		2	<b>Total Armed</b>					16	0	16
<b>DPSS</b>	<b>POMONA IHSS</b>	1	Main Lobby/Patrol Guard	Armed	0700 - 1700	Mon - Fri	1 Hour Lunch	8	1	9
24	360 E. MISSION BLVD.	1	Patrol Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
	POMONA, CA 91766									
		2	<b>Total Armed</b>					16	1	17
<b>DPSS</b>	<b>ATLAS CAMPUS (IHSS OPS II MONTEREY PARK/MIE/GAIN REGION III)</b>	1	Patrol Guard #1	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
19	588 ATLAS AVE	1	IHSS Patrol Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	MONTEREY PARK, CA 91755	1	IHSS GAIN Elevator/Security Desk Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	GAIN Weapons Screening Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	GAIN Weapons Screening Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #2	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		6	<b>Total Armed</b>					48	0	48
<b>DPSS</b>	<b>CROSSROADS CAMPUS</b>	1	Vehicle Patrol Guard #1	Armed Vehicle Patrol	0700 - 2100	Mon - Thu	1 Hour Lunch	8	5	13
-12-16	12820, 12801, 12860, 12851 & 12900 CROSSROADS PARKWAY SOUTH	0	Vehicle Patrol Guard #1	Armed Vehicle Patrol	0700 - 1830	Fri	30 min Lunch	8	3	11
	CITY OF INDUSTRY, CA 91746	1	West Building Guard	Armed	0645 - 1545	Mon - Fri	1 Hour Lunch	8	0	8
		1	East Building Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	FOD Building Rover Patrol Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Vehicle Patrol Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	BHR/FMD Building Guard	Armed	0630 - 1830	Mon - Fri	1 Hour Lunch	8	3	11
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
	*Same post, but different work schedule	7	<b>Facility Total</b>					64	11	75

Note: 19 Locations in the North Sector

Note: Minimum staffing plan by zone is subject to change at the discretion of DPSS.

## MINIMUM STAFFING PLAN BY ZONE SOUTH SECTOR

### MINIMUM STAFFING PLAN BY ZONE - SOUTH SECTOR (Contractor Agency Name)

LOC #	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
DPSS	METRO NORTH DISTRICT	1	Weapons Screening Guard #1	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
27	2601 WILSHIRE BLVD.	1	Weapons Screening Guard #2	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		5	Total Armed					40	0	40
DPSS	WILSHIRE SPECIAL DISTRICT	1	Weapons Screening Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
31	2415 W. 6th ST.	1	Weapons Screening Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CA 90057	1	Patrol Guard #1	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #2	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #3	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #4	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #5	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #6	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #7	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #8	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #3	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #4	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #5	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		15	Total Armed					120	0	120
DPSS	CIVIC CENTER DISTRICT	1	Weapons Screening Guard #1	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
34	813 E. 4TH PLACE	1	Weapons Screening Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CA 90013	1	Back Lobby Guard	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Exit Guard	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Parking Structure (offsite)	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #3	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #4	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #5	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #6	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		11	Total Armed					88	0	88



## MINIMUM STAFFING PLAN BY ZONE SOUTH SECTOR

LOC #	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
DPSS	EXPOSITION PARK/ASH/GAIN REGION IV/CSC VI	1	Parking Lot Entrance	Armed	0600 - 1500	Mon - Fri	1 Hour Lunch	8	0	8
25	3833 SOUTH VERMONT AVE.	1	Weapons Screening Guard #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CA 90037	1	Weapons Screening Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #2	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #3	Armed	1030 - 1930	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		9	Total Armed					72	0	72
DPSS	LINCOLN HEIGHTS DISTRICT	1	Weapons Screening Guard #1	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
38	4077 N. MISSION RD.	1	Patrol Guard	Armed	0915 - 1815	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CA 90032									
		2	Total Armed					16	0	16
DPSS	METRO SPECIAL/METRO FAMILY	1	Weapons Screening Guard #1	Armed	0730 - 1630	Mon - Fri	1 Hour Lunch	8	0	8
28		1	Weapons Screening Guard #2	Armed	0730 - 1630	Mon - Fri	1 Hour Lunch	8	0	8
		1	Weapons Screening Guard #3	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	2707 SOUTH GRAND AVE.	1	Weapons Screening Guard #4	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CA 90007	1	Lobby Guard #1	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #2	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #3	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #4	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard 5	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #6	Armed	1000 - 1900	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #7	Armed	1000 - 1900	Mon - Fri	1 Hour Lunch	8	0	8
		1	Vehicle Patrol Guard	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Relief Guard #1	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Relief Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #3	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #4	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #5	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #6	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #7	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #8	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		22	Total Armed					176	0	176



## MINIMUM STAFFING PLAN BY ZONE SOUTH SECTOR

LOC #	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
<b>DPSS</b>	<b>RANCHO PARK DISTRICT</b>	1	Weapons Screening Guard #1	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
29	11110 W. PICO BLVD.	1	Weapons Screening Guard #2	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CA 90064	1	1st Floor Guard	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	2nd Floor Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Parking Garage	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Command Post Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Outside Foyer Guard	Armed	0730 - 1630	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #3	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		<b>11</b>	<b>Total Armed</b>					<b>88</b>	<b>0</b>	<b>88</b>
<b>DPSS</b>	<b>COMPTON DISTRICT</b>	1	Weapons Screening Guard #1	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
45	211 E ALONDRA BLVD.	1	Weapons Screening Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	COMPTON, CA 90220	1	Relief Guard	Armed	1030 - 1830	Mon - Fri	30 min. LOP	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		<b>4</b>	<b>Total Armed</b>					<b>32</b>	<b>0</b>	<b>32</b>
<b>DPSS</b>	<b>FLORENCE DISTRICT</b>	1	Employee Parking Lot	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
36	1740 E. GAGE AVE.	1	Weapons Screening Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CA 90001	1	Weapons Screening Guard #2	Armed	1000 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Weapons Screening Guard #3	Armed	0830 - 1730	Mon - Fri	30 min. LOP	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		<b>6</b>	<b>Total Armed</b>					<b>48</b>	<b>0</b>	<b>48</b>
<b>DPSS</b>	<b>GAIN REGION I</b>	1	Lobby Guard	Armed	0730 - 1630	Mon - Fri	30 min Lunch	8	0.5	8.5
26	5200 W. CENTURY BLVD.	1	Weapons Screening Guard	Armed	0800 - 1730	Mon - Fri	30 min Lunch	8	1	9
	LOS ANGELES, CA 90045									
		<b>2</b>	<b>Total Armed</b>					<b>16</b>	<b>1.5</b>	<b>17.5</b>
<b>DPSS</b>	<b>SOUTH CENTRAL DISTRICT</b>	1	Weapons Screening Guard #1	Armed	0730 - 1530	Mon - Fri	30 min. LOP	8	0	8
32	10728 S. CENTRAL AVENUE	1	Weapons Screening Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CA 90059	1	GR Lobby Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Parking lot Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #3	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #4	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		<b>9</b>	<b>Total Armed</b>					<b>72</b>	<b>0</b>	<b>72</b>



## MINIMUM STAFFING PLAN BY ZONE SOUTH SECTOR

LOC #	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
<b>DPSS</b>	<b>SOUTHWEST SPECIAL DISTRICT</b>	1	WS/Main Lobby Main Entrance Guard	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
30	1819 CHARLIE SIFFORD DR. W	1	1st Floor Lobby Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CA 90047	1	1st Floor Lobby Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	1st Floor Lobby Guard #3	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	GR Lobby Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard #1	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard #2	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard #3	Armed	1000 - 1800	Mon - Fri	30 min. LOP	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #3	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #4	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		12		<b>Total Armed</b>				96	0	96
<b>DPSS</b>	<b>METRO EAST START/TOY LOAN &amp; VOLUNTEER SERVICES</b>	1	Weapons Screening Guard	Armed	0700 - 1600 F 0730 - 1230	Mon - Fri	1 Hour Lunch	8	0	8
41	2200 NORTH HUMBOLDT ST.	1	Back Lobby Guard	Armed	0730 - 1630 F 0730 - 1230	Mon - Fri	1 Hour Lunch/30 Min	8	0	8
	LOS ANGELES, CA 90031	1	Rover	Armed	0900 - 1800 F 0730 - 1230	Mon - Fri	1 Hour Lunch/30 Min	8	0	8
		3		<b>Total Armed</b>				24	0	24
<b>DPSS</b>	<b>METRO EAST DISTRICT</b>	1	Weapons Screening Guard #1	Armed	0645 - 1545	Mon - Fri	1 Hour Lunch	8	0	8
39	2855 E. OLYMPIC BLVD.	1	Weapons Screening Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CA 90023	1	Parking Lot Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol and Respond Guard #1	Armed	0915 - 1815	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol and Respond Guard #2	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #3	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		8		<b>Total Armed</b>				64	0	64
<b>DPSS</b>	<b>INFORMATION TECHNOLOGY DIVISION</b>	1	Patrol Guard #1	Armed	0600 - 1400	Sun - Sat, Hol	30 min. LOP	8	0	8
48	14714 CARMENITA RD.	1	Patrol Guard #2	Armed	1400 - 2200	Sun - Sat, Hol	30 min. LOP	8	0	8
	NORWALK, CA 90650	1	Patrol Guard #3	Armed	2200 - 0600	Sun - Sat, Hol	30 min. LOP	8	0	8
		3		<b>Total Armed</b>				24	0	24

## MINIMUM STAFFING PLAN BY ZONE SOUTH SECTOR

LOC #	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
<b>DPSS</b>	<b>NORWALK DISTRICT</b>	1	WS/Parking Lot #1	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
49	12727 NORWALK BLVD.	1	WS/Parking Lot #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	NORWALK, CA 90650	1	WS/Parking Lot	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		4		<b>Total Armed</b>				32	0	32
<b>DPSS</b>	<b>SOUTH CENTRAL START</b>	1	Weapons Screening Guard #1	Armed	0730 - 1700	Mon - Fri	1 Hour Lunch	8	0.5	8.5
43	2701 FIRESTONE BLVD.	1	Weapons Screening Guard #2	Armed	0730 - 1730	Mon - Fri	1 Hour Lunch	8	1	9
	SOUTH GATE, CA 90280	1	Rover Guard	Armed	0800 - 1730	Mon - Fri	1 Hour Lunch	8	0.5	8.5
		3		<b>Total Armed</b>				24	2	26
<b>DPSS</b>	<b>GAIN REGION VI</b>	1	Lobby/Patrol Guard	Armed	0730 - 1800	Mon - Fri	1 Hour Lunch	8	1.5	9.5
37	5460 BANDINI BLVD.	1	Weapons Screening Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	BELL, CA 90201									
		2		<b>Total Armed</b>				16	1.5	17.5
<b>DPSS</b>	<b>WAREHOUSE LOGISTICS AND ASSET MANAGEMENT SECTION/PSSS</b>	1	Main Entrance/Loading Dock	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
51	13409 CARMENITA RD.	1	Security Booth Guard	Armed	0700 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
	SANTA FE SPRINGS, CA 90670									
		2		<b>Total Armed</b>				16	0	16
<b>DPSS</b>	<b>BELVEDERE DISTRICT</b>	1	Weapons Screening Lobby Guard	Armed	0645 - 1545	Mon - Fri	1 Hour Lunch	8	0	8
32	5445 WHITTIER BLVD.	1	Weapons Screening Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CA 90022	1	Employee Parking Lot Guard	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		4		<b>Total Armed</b>				32	0	32
<b>DPSS</b>	<b>HAMILTON CAMPUS (IHSS OPS IV TORRANCE/WFP&amp;I/MEDI-CAL)</b>	1	Main Lobby/Patrol Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
47	20101 HAMILTON AVE.	1	Main Lobby/Patrol Guard #2	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
	TORRANCE, CA 90502	1	Patrol Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		3		<b>Total Armed</b>				24	0	24



# MINIMUM STAFFING PLAN BY ZONE SOUTH SECTOR

LOC #	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
DPSS	HUGHES CAMPUS (SOUTH SPECIAL/SOUTH FAMILY/GAIN REGION V/CSC II/CSC VIII)	1	South Special GR Guard #1	Armed	0745 - 1645	Mon - Fri	1 Hour Lunch	8	0	8
50	1500 HUGHES WAY	1	South Special GR Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LONG BEACH, CA 90810	1	South Special GR Guard #3	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Command Center	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #1	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #3	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #4	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	South Family WS Guard #1	Armed	0745 - 1645	Mon - Fri	1 Hour Lunch	8	0	8
		1	South Family WS Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	SF Emergency Exit # 1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	SF Emergency Exit # 2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Parking Lot Guard #1	Armed	0730 - 1630	Mon - Fri	1 Hour Lunch	8	0	8
		1	Vehicle Patrol/Parking Lot Guard #2	Armed	1000 - 1900	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Parking Lot Guard #3	Armed	1000 - 1900	Mon - Fri	1 Hour Lunch	8	0	8
		1	in Employee Building Entrance/Exit Guard	Armed	0730 - 1800	Mon - Fri	1 Hour Lunch	8	1.5	9.5
		1	Egress Door Guard	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Pod B Guard	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #2	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #3	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #4	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #5	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Protection Security Officer #6	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
		24		Total Armed				192	1.5	193.5

Note: 22 Locations in the South Sector

Note: Minimum staffing plan by zone is subject to change at the discretion of DPSS.

## **ARMED SECURITY GUARD SERVICES TRAINING OUTLINE**

The following is an outline of the training requirements for the provision of Armed Security Guard Services under the Contract. Detail of the training curriculum with Contract-specific requirements, noted as required, begins on page 5 of this Training Outline.

Training required under the Contract includes, but is not limited to, Skills Training Course for Security Guards, provided by the Contractor to meet State and County requirements. Onsite training provided by Contractor on Security personnel's first day of Work to orient Security personnel to the assigned Location, Post, equipment, and/or procedures. County-provided training to meet the regulatory requirements and/or policies of the specific Location or Post. Specialized County-provided training when required by the particular Location. Annual County and/or Contractor-provided continuing education, supported by the Contractor's evaluation of licensed guard's skills and based on the requirements of the site and/or regulatory or license requirements. All training is to be provided at no cost to the County.

### **1.0 Skills Training Course for Security Guards - Background**

Security Guards throughout the State of California must comply with the training, licensing, and certification requirements of the Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS), under Title 16, Division 7 of the California Code of Regulations, Article 9. §643. Skills Training Course for Armed Security Guards, (detail to follow) under the Authority of Sections 7581, 7583.6, and 7583.7 of the Business and Professions Code.

### **1.1 Skills Training Course for Security Guards - Overview**

The following is an overview of the Skills Training Course for Security Guards required under the Business and Professions Code. Training Course details and Contract-specific requirements follow the Skills Training Course Information for each section below.

#### **1.1.1 Skills Training Course for Security Guards – Divided Into Four (4) Sections:**

1.1.1.1 Power to Arrest Course – test score of 100% is required to receive California Guard Card (license).

1.1.1.2 Mandatory Courses – instruction in basic skills and a common body of knowledge for all guards. Completion is required “the day the guard begins employment as a security guard” for the State.

Contract-specific: Completion prior to start of Contract.

Specific training as noted on the Training Outline.

Test scores of 100% for all courses required by County.

- 1.1.1.3 Elective Courses – instruction in performance of duties/opportunity to select additional course work. Completion is required “the day the guard begins employment as a security guard” for the State.

Contract-specific: Twenty hours (20) completed prior to start of contract. Twenty-eight hours (28) prior if Firearms training required. Eight hours (8) training by Contractor on Guard's first day. Specific training as noted on the Training Outline as noted. Test scores of 100% for all courses required by County. Courses pre-selected to meet Contract requirements. Allowable hours are reduced/number of courses increased. CPR and First Aid 8, hours each instead of 4 hours total.

- 1.1.1.4 Continuing Education – additional or remedial instruction in private security subject matter. Completion is required annually and is to be supported by an evaluation of licensed guard's skills.

Contract-specific: County notification eight weeks prior to annual training date.

#### 1.1.2 Skills Training Course for Security Guards - Conclusion

The Contract requires Power to Arrest (PTA) Course, and all but eight (8) hours of the Skills Training Course for Security Guards to be completed prior to start of Contract.

Contractor shall provide the remaining required eight (8) hours of Skills Training Course for Security Guards onsite on their employee's first day of Work in a Location.

#### 1.1.3 Skills Training Course for Security Guards - Summary:

##### 1.1.3.1 Power to Arrest Course:

8 hours with 100% test score required to receive Guard Card

- 1.1.3.2 Courses required prior to start of Contract:  
16 hours mandatory plus 20 hours elective (if unarmed), or 28 hours elective (if armed)

100% test score required on courses completed prior to prior to start of Contract.

- 1.1.3.3 Courses required on Guard's first day of Work:  
8 hours elective pre-selected by County Contract Administrator and DPSS Security Coordinator for Contract compliance.

- 1.1.3.4 Continuing Education:  
8 hours annual training with notification six weeks prior to any required County-provided training.

## 2.0 County-Provided Training - Background

In addition to the Skills Training Course for Security Guards and PSO Supervisors shall be required to receive initial, specialized, and annual and/or continuing education County-provided training, conducted by County personnel, based on the regulatory requirements and/or policies of the County, specific assignment, Location and/or Post where security services are being provided. Security Guards or PSO Supervisors are required to attend training on scheduled workdays only.

### 2.0.1 County-Provided Training - Mandatory Notification of Training Anniversary Date

Contractor shall notify the County Contract Administrator eight (8) weeks prior to the training anniversary date for individuals assigned to Locations where an annual update to County-provided training is required. The County Contract Administrator and DPSS Security Coordinator will arrange County-provided annual update training with the Location and notify Contractor of training date and time. Contractor will inform Contractor personnel of training date and time and arrange Post coverage for individual when training is scheduled.

### 2.0.2 County-Provided Training – Pay for Attendance and Backfill Post Coverage

The cost associated with a training is the hourly rate paid to the Security Guard or PSO Supervisor. Contractor shall pay up to eight (8) hours of straight time per Security Guard or PSO Supervisors to attend initial, annual, specialized and/or additional required Contractor or County-provided training. Contractor shall provide and pay for back-up coverage for any Security Guard or PSO Supervisor attending required training. Contractor is not required to pay for County personnel who provides training.

### 2.0.3 County-Provided Specialized Training

In the event that specialized training is needed, County Contract Administrator, or designee, will coordinate training with Contractor Project Manager, or designee. Contractor shall arrange Post coverage and notify Security Guard or PSO Supervisor of the required training.

#### 2.0.4 County-Provided Training - Summary

It is incumbent upon the Contractor to ensure that Security Guards and PSO Supervisors receive all training needed to meet the initial, annual, and specialized training requirements of the State, County, the Contract and specific assignment, Location, and/or Post where Armed Security Guard Services and Security Guard Supervision are provided.

## 2.1 Contractor and/or County-Provided – Annual and/or Continuing Education Training

Contractor shall ensure Security Guards and PSO Supervisors complete eight (8) hours of additional or remedial instruction annually. Courses may be provided by an independent training entity, by the Contractor, or by the County. Training shall be supported by an annual evaluation, performed by Contractor, of the licensed guards' skills and based on regulatory requirements and/or policies of the County, specific assignment, Location and/or Post or license requirements.

[illegible]

## SKILLS TRAINING COURSE FOR SECURITY GUARDS – DETAIL COURSE DESCRIPTIONS

Title 16, Division 7 of the California Code of Regulations, Article 9. Skills Training Course for Security Guards (Regulation) is included below. Contract specific requirements have been added, where required, within the detail course descriptions. Any case of apparent inconsistency between the requirements stated in the Regulation and this Contract, does not relieve Contractor's responsibilities under the Regulation.

**California Department of Consumer Affairs - Bureau of Security and**

## Investigative Services Title 16, Division 7 of the California Code of

## Regulations

## Article 9. Skills Training Course for Security Guards

### §643. SKILLS TRAINING COURSE FOR SECURITY GUARDS

(a) The course of skills training for registered security guards shall follow the standards prescribed by section 7583.6(b) of the Business and Professions Code. The description below sets forth the subjects that shall be taught and the maximum number



of hours that shall be allowed towards meeting required training.

(b) For each course, or series of courses, the institution or company providing the training shall issue a Certificate of Completion to the individual completing the course.

The certificate shall identify the course(s) taken, the number of hours of training provided, identification of the issuing entity, name of the individual and instructor and a date, and state that the course(s) comply with the Department of Consumer Affairs' Skills Training Course for Security Guards. The certificate shall be serially numbered for tracking.

**Section One: Power to Arrest (PTA) Course and Power to Arrest Training Manual 100% Test Score Required to Receive Guard Card**

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**PTA Part One (Power to Arrest)**

**4 hours**

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Objective: To familiarize and instruct the individual on the training topics delineated at Business and Professions Code Section 7583.7, including, without limitation, legal aspects, techniques, liability, and company requirements relating to the arrest of an individual. The training will utilize the Department of Consumer Affairs' Power to Arrest Training Manual and may include lecture, discussion, exercises and role-playing.

1. Overview of Power to Arrest Manual and subject matter.
2. Definition of arrest and discussion on the implications to the subject, the guard and the Company.
3. Lecture/discussion on escalation and de-escalation techniques in the use of force, including role- playing and/or exercises.
4. Lecture/discussion in the use of restraint techniques and their implications.
5. Discussion of trespass laws and implications of enforcement
6. Completion of the Power to Arrest Training Manual Test with 100% score in accordance with the Manual's Administering Instructions.

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**PTA Part Two (Weapons of Mass Destruction & Terrorism Awareness)**

**4 hours**

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Objective: To familiarize and instruct the individual on the subject matter and observation skills required to identify and report precursor activities to a terrorist event, react appropriately, report the occurrence of a terrorist event, and remain safe while helping control the scene after a terrorist event. The training will utilize the Department of Consumer Affairs' Weapons of Mass Destruction & Terrorism Awareness for Security Professionals course consisting of a Digital Video Disk (DVD), Student Workbook and Facilitator Manual.

1. Introduction and overview of training.
2. The Role of a Security Officer.
3. The Nature of Terrorism.
4. Weapons of Mass Destruction.
5. Coordinating and Sharing of Critical Information.

**Section Two: Mandatory and Elective Courses Required Prior To Start Of Contract. 100% Test Score Required on Each of the Courses Listed**

Objective: To familiarize and instruct the individual in basic skills and provide a common body of knowledge in the performance of security guard work. All courses shall include information and subject matter pertaining to the outline provided.

Additionally, all courses shall include written material, lecture or exercises to assure that the individual comprehends the subject matter presented. Every newly licensed or employed armed security guard shall complete two of the mandatory courses within thirty (30) days from the day the guard's registration card is issued or the day the guard begins employment. The remaining two mandatory courses each consisting of four (4) hours of instruction, shall be completed within the first six (6) months from the day the guard registration card is issued or the day the guard begins employment as a security guard. Pursuant to Business and Professions Code Section 7583.6(b) the following outline includes subjects that shall be taught and the maximum number of hours that will be allowed for completion of the Mandatory Courses.

A. Public Relations - Community and Customer (Mandatory) 4 hours

1. Recognizing Gender & Racial Harassment & Discrimination
2. Respect:
  - ☐ Stereotyping
  - ☐ Attitude
3. Verbal Skills / Crisis Intervention
4. Introduction to Diversity
5. Substance Abuse & Mental Illness
6. Ethics & Professionalism
  - ☐ Appearance
  - ☐ Command Presence
  - ☐ Proper Conduct

Contract specific: Training shall include topics set forth in Technical Exhibit B- 4, Statement on Workplace Equality and Acknowledgement of Receipt of the SOW, including expectations for the behavior of Security Guards and PSO Supervisors. Topics may include, but not are not limited to: 1) Recognizing Civil Rights Discrimination; 2) Recognizing persons preferred spoken language; 3) Recognizing persons with disability and need to provide disability accommodations; and 4) Recognizing ADA Title II Service Animals.

B. Observation and Documentation (Mandatory) 4 hours

1. Report Writing
2. English as a Second Language
3. Observation and Patrol Techniques
4. Asking Appropriate Questions
5. Observing Suspects / Suspicious Activity

Contract specific: Training shall include report writing exercises, with examples of completed Daily Activity Report (DAR) and Security Incident Report (SIR) forms.

C. Communication and Its Significance (Mandatory) 4 hours

1. Internal
  - ☐ Protocols Pursuant to Contract (Whom to Contact and When)
  - ☐ Radio / Monitors
  - ☐ Other Technology
2. External
  - ☐ Emergency / First Responders (Whom to Contact and When)
  - ☐ Medical Personnel
  - ☐ Police / Sheriff / Other Enforcement
  - ☐ City Services / Government Services

Contract specific: Training shall include handouts of phone numbers for DPSS Security Coordinator and Location and/or Post specific internal, external, and emergency response contacts and communications protocols.

**D. Liability/Legal Aspects (Mandatory) 4 hours**

1. Personal/Contractor/Employer
2. Criminal, Civil, Administrative
3. BSIS Code & Regulations
4. Role of a Security Guard

Contract specific: Training shall include County requirement that Security Guards and PSO Supervisors shall “intervene to prevent injurious acts to persons and property” while providing security in County Locations. (Not limited to “observe and report”)

**First Aid/CPR/AED (Elective/Mandatory for Contract) 16 hours**

1. American Red Cross Courses
2. American Heart Association Courses
3. Automated External Defibrillator (AED) Certification

Contract specific: Training shall include the eight (8) hour Adult, Infant, and Child CPR, eight (8) hour Adult, Infant, and Child First Aid including Automated External Defibrillator (AED) Certification.

**BSIS Certified Course in Baton Training (Elective/Mandatory for Contract) 4 hours****BSIS Certified Course in Firearms Training - Armed Guards (Elective/Mandatory for Contract) 8 hours****Section Three: Elective Courses Required to be Provided Onsite by Contractor on Guard's First Workday****Post Orders and Assignments 2 hours**

1. Site Specific Training
2. Equipment:
  - Magnetometer / Screening Procedures
  - Radio Communication and Equipment Care
  - Alarms / Location and Response
  - Elevators, Stairwells, Doors, Windows

3. Emergency Response Issues (Bomb Threat, Fire, Disruptive Behavior)
4. Liability Implications
5. Lost / Found Articles Procedures

Employer / County Policies / Orientation to Assignment 2 hours

1. Reports / Paperwork
2. Reporting Processes / Procedures
3. Uniforms / Identification Badge
4. Work Schedules / Sign-In - Sign-Out
5. Other Internal Policies, Processes or Procedures
6. Local public safety jurisdiction
7. Significant Incident – definition / reporting requirements

Evacuation Procedures 1 hour

1. Emergency Procedures Related to Life / Safety and Acts of Nature
2. Working Knowledge of Evacuation Routes
  - Stairs
  - Elevators
  - Doors
3. Power Outage
4. Facility Specific Points of Contact / Administrator / Security Coordinator

Officer Safety 0.5 hour

1. Threat Assessment
2. Subject Contact
3. Safety Awareness
4. Blood Borne Pathogens
5. Environmental / Hazardous Materials

Access Control 0.5 hour

1. Identification Procedures

2. Electronics Use / CCTV
3. Non-electronic procedures

Handling Difficult People 1 hour

1. Communications
2. Conflict Management
3. Speaking Constructively
4. Valuing Diversity
5. Negotiating
6. Verbal Diffusion

Workplace Violence 1 hour

1. Detecting Unusual Behavior/Warning Signs
  - Worker to Worker
  - Client to Customer
  - Supervisor to Subordinate
2. Anger Management
3. Valuing Diversity
4. Personal Security
5. Reporting

#### **Section Four: Quarterly Customer Service Training** **1 hour**

Every three (3) months, Contractor shall provide one (1) hour of Customer Service Training instruction to all assigned Security Guard and PSO Supervisor personnel, according to 6.5.7 Quarterly Customer Service Training, of the SOW. Training shall include topics set forth under Section Two, A. Public Relations, Community and Customer, of this Technical Exhibit B-3, Training Outline of this SOW.

#### **Section Five: Annual and/or Continuing Education Training** **8 hours**

Contractor shall ensure Security Guards and PSO Supervisors complete eight (8) hours of additional or remedial instruction annually. The annual training may be a repeat of a previous course(s) if Contractor's evaluation supports that the employee is deficient in skills or capabilities; or the annual training may be additional course(s) on

applicable topics within the private security profession, pursuant to California Business and Professions Code Section 7583.6(f)(1), as approved by the County. Courses may be provided by an independent training entity, by the Contractor, or by the County. Training shall be supported by an annual evaluation, performed by Contractor, of the licensed guards' skills. For each course completed, the institution or company providing the training shall issue a Certificate of Completion to the individual completing the course in compliance with requirements stated in Title 16, California Code of Regulations, Section 643 (b).

**STATEMENT ON WORKPLACE EQUALITY AND  
ACKNOWLEDGEMENT OF RECEIPT**Statement on Workplace Equality

This Statement on Workplace Equality is intended to preserve the dignity and professionalism of the workplace as well as protect the right of County employees and participants to be free from discrimination, harassment, and retaliation. Discrimination, harassment, and retaliation are absolutely contrary to the values of County of Los Angeles. Discrimination, harassment and retaliation are also illegal under local, state, and federal law.

The Department will not tolerate unlawful discrimination on the basis of national origin (including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, physical or mental disability, citizenship, immigration status or any other applicable basis, nor will it tolerate unlawful harassment or retaliation against an individual engaging in a protected activity, such as filing a complaint, complaint, testifying or participating in any manner in any investigation, proceeding, or hearing.

As a preventive measure, the Department also will not tolerate inappropriate conduct toward others based on a protected status even if the conduct does not meet the legal definition of discrimination or harassment.

All Contractor personnel are responsible for conducting themselves in accordance with this Statement on Workplace Equality. Violations will lead to prompt and appropriate Departmental action including, but not limited to, investigation, relocation and/or removal from County assignment, and/or revocation of background clearance.

All Contractor personnel are responsible for understanding the definitions of prohibited conduct contained in this Statement on Workplace Equality.

“Discrimination” is the disparate or adverse treatment of an individual based on or because of that individual’s national origin (including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, citizenship, immigration status, physical or mental disability, any other applicable basis.

“Sexual harassment” includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature which meets any one of the following three criteria:



- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) Such conduct has the purpose or effect of unreasonably interfering with the individual's employment or creating an intimidating, hostile, offense, or abusive working environment.

Harassment of an individual because of the individual's national origin (including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, citizenship, immigration status, physical or mental disability, any other applicable basis is also discrimination and prohibited by federal and/or state civil rights statutes. "Discriminatory harassment other than sexual" is conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, offensive, or abusive work environment.

"Third-person harassment" is indirect harassment of a bystander, even if the person engaging in the conduct is unaware of the presence of the bystander. When an individual engages in harassing behavior, he or she assumes the risk that someone may pass by or otherwise witness the behavior. The Department considers this to be the same as directing the harassment toward that individual.

"Inappropriate conduct toward others" is any physical, verbal, or visual conduct based on or because of national origin (including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, citizenship, immigration status, physical or mental disability, or any other applicable basis when such conduct reasonably would be considered inappropriate for the workplace.

This provision is intended to stop inappropriate conduct before it becomes unlawful discrimination or harassment. As such, the conduct need not be pervasive or repeated in order to violate the statement of workplace equality. An isolated derogatory comment, joke, racial slur, sexual innuendo, etc., may be grounds for removal, relocation, or revocation of background clearance. Similarly, the conduct need not be unwelcomed to the party against whom it is directed; if the conduct reasonably would be considered inappropriate for the workplace, it will violate the statement of workplace equality.

"Retaliation" is an adverse action against another for reporting an incident or filing a complaint of conduct that violates this statement of workplace equality or the law or

participating in an investigation or otherwise exercising their rights or performing their duties under this statement or the law.

Depending on the facts and circumstances, the following are examples of conduct that may violate this statement of workplace equality:

- Posting, possessing, sending soliciting or displaying in the workplace sexually suggestive, racist, “hate-site” related, or obscene letters, notes, invitations, cartoons, posters, facsimiles, electronic mail or web links;
- Verbal conduct such as whistling and cat calls, using or making lewd or derogatory noises or making graphic comments about another’s body, or participating in explicit discussions about sexual experiences and/or desires;
- Verbal conduct such as using sexually, racially, or ethnically degrading words or names, using or making racial or ethnic epithets, slurs, or jokes;
- Verbal conduct such as comments or gestures about a person’s physical appearance which have a racial, sexual, disability-related, religious, age or ethnic connotation or derogatory comments about religious differences and practices;
- Physical conduct such as touching, pinching, massaging, hugging kissing, rubbing or brushing the body, making sexual gestures, impeding or blocking an individual’s passage or normal movements;
- Visual conduct such as staring, leering, displaying or circulating sexually suggestive objects, pictures, posters, photographs, cartoons, calendars, drawings, magazines, computer images or graphics;
- Sexual advances or propositions, including repeated and unwanted requests for a date;
- Retaliation in any form, including withholding work-related information, giving punitive work assignments, or denial of job benefits; and
- Hazing based on any protected status, including withholding assistance, giving demeaning, unattainable, or unnecessary job assignments, or ignoring the presence of a co-worker.

This list is not exhaustive. Any conduct which is retaliatory or based on or because of national origin(including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, citizenship, immigration status, physical or mental disability or any other applicable basis may also violate this Statement on Workplace Equality.

## **Statement on Workplace Equality**

### **Acknowledgement of Receipt**

**I acknowledge that I have received a copy of the Statement on Workplace Equality.**

**I have read and understand the Statement on Workplace Equality and will act in accordance with the statement as a condition of beginning and continuing my employment as a contract armed security guard on a County Contract.**

**I understand that if I have questions or concerns at any time about the Statement on Workplace Equality, I will consult a Protection Security Officer Supervisor, Branch Manager, or Human Resources Department for my company.**

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**Contract security member signature**

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**Date**

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**Contract security member name (please print)**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART ONE OF TWO  
ARMED SECURITY GUARD SERVICES**

**PERFORMANCE REQUIREMENTS SUMMARY**

All listing of services used in the Performance Requirements Summary (PRS), SOW Attachment 5, are intended to be consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that which is defined in the Contract and the SOW. In any case of apparent inconsistency between the services as stated in the Contract, the SOW, and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not set forth in the Contract and/or the SOW, that apparent service will be null and void and place no requirement on Contractor.

When Contractor performance does not conform to the requirements of the Contract and/or the SOW, County will have the option to apply the following non-performance remedies:

1. Require contractor to report any performance deficiencies to the Facility Proprietor contractor shall provide a response on how to remedy the deficiency.
2. At the request of the County, require the contractor to develop and implement a Corrective Action Plan subject to approval by 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.
3. Reduce payment to Contractor by a computed amount based on the assessment(s) in the PRS.
4. Reduce, suspend, or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
5. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days will constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor failure to perform said service(s), as determined by County, will be credited to County on Contractor's future invoice.

This section does not preclude County's right to terminate the Contract upon not less than ten (10) days written notice with or without cause, as provided for in the Contract, paragraph 8.42, Termination for Convenience.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
1. Contract: Subsection 7.7 - Background and Security Investigations	All Contractor staff performing work under this Contract must undergo and pass a background investigation, to the satisfaction of the County, as a condition of beginning and continuing to work under this Contract, and as a condition for promotion to a supervisory position under this Contract.	100%	Review of report	\$50 per day late.
2. Contract: Subsection 8.28, Nondiscrimination and Affirmative Action	The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Contract, 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 the Contract.	100%	Inspection and Review	\$500 for each violation
3. Contract: Subsection 9.14 - Injury and Illness Prevention Program	Contractor will be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulation's that 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. Contractor must provide a copy of the IIPP to the CCA within 10 days of commencement of services.	100%	Review and Inspection	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
4. Contract: Subsection 9.1.7 Enforcement and Remedies #1	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 rights/remedies identified.	100%	Review of report	\$100 per late or incomplete Certified Monitoring Reports.
5. Contract Subsection 9.1.7 Enforcement and Remedies #2	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 rights/remedies identified.	100%	Review Payroll Report	\$50 per employee per day for each and every instance of underpayment to an employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
6. SOW: Section 3.0, Quality Control	Contractor must establish, maintain and utilize a comprehensive Quality Control Plan as a self-monitoring tool to ensure the County receives a consistently high level of service throughout the term of the Contract that meets or exceeds all requirements. In the event the requirements and/or policies and procedures change during the term of the Contract, Contractor must update the Quality Control Plan and submit such updated plan to CCA.	100%	Inspection and Review	\$100 per occurrence
7. SOW: Subsection 3.4, Performance Evaluation Meetings	County and Contractor must meet at least quarterly, and more frequently if deemed necessary, to discuss the status of the Contract, new or ongoing problems, and other issues.	100%	Inspection and review of Sign-in Sheet	\$100 per occurrence
8. SOW: Subsection 3.5, Review of Monthly Inspection Reports (MIR)	Contractor must submit all scheduled and unscheduled inspection reports to CCA on a monthly basis.	100%	Inspection and Review of Reports	\$100 per occurrence
9. SOW: Subsection 3.6, Contract Discrepancy Report (CDR)	Contractor must respond to a CDR prepared by County and submit a plan to correct deficiency within the time specified.	100%	Observation and Inspection	\$50 per day after time specified

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
10. SOW: paragraph 4.1.3, Supervision	Security Guards must be adequately supervised by PSO Supervisors. Contractor must employ at least one (1) Project Manager per Zone on each shift (06:00~14:00, 14:00~22:00, 22:00~06:00), in addition to the one (1) PSO Supervisor for every ten (10) Security Guards as required on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. PSO Supervisors assigned to the field must travel to their assigned Locations on a regular basis to work with their subordinates.	100%	Inspection and Review	Open Post assessment of \$500 per post, per day until post filled; liquidated damages of \$1,000 per day upon third occurrence in 30-day period.



**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<p>11. SOW: Paragraph 4.1.5, Contractor Living Wage Staffing Plan</p>	<p>Contractor must prepare a staffing plan using full-time employees. Staffing plans must be prepared for each Location, using SOW Attachment 7, Living Wage Staffing Plan to demonstrate how Contractor intends to fill each post using full time employees. Contractor must provide details of Post coverage. The Living Wage Staffing Plan must be submitted for each Location for review and approval by CCA at least thirty (30) calendar days prior to commencement of work under the Contract. In the event that County's staffing requirements change during the term of the Contract, Contractor must provide a revised SOW Attachment 7, Living Wage Staffing Plan for each Location for CCA approval, based on County's revised requirements, as specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone.</p>	<p>100%</p>	<p>Inspection and Review</p>	<p>\$50 per day after time specified</p>
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**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
12. SOW: paragraph 4.1.6, Open Post, sub-paragraph 4.1.6.1 & sub-paragraph 4.1.6.4	<p>Contractor must provide sufficient Security Guards and PSO Supervisors, including relief for breaks and meal periods to ensure there are no Open Posts at any time.</p> <p>PSO Supervisor coverage must be provided for all Zones, according to County's staffing plan requirements set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone and the required ratio of one (1) PSO Supervisor for ten (10) Security Guards must be maintained at all times, in addition to the required one (1) Lead Supervisor per Zone.</p>	100%	Inspection and Review	Withholding of up to full amount of any invoice otherwise due; liquidated damages of \$100 per post, per day until post filled; liquidated damages of \$500 per day upon third occurrence in 30 day period; possible termination for default of Contract for continue failure to perform; and debarment for up to three years.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
13. SOW: Paragraph 4.1.6, Open Post, sub-paragraphs 4.1.6.6	The Security Guards and PSO Supervisors must be responsible for reporting absences to the Contractor Project Manager. The Contractor must report any absences to the DPSS Security Coordinator and the Facility Proprietor the day before a planned absence or thirty minutes prior to Security Guard or PSO Supervisor work reporting time for unplanned absences through the Contractor's automated system or any alternate reporting mechanism approved by the County.	100%	Inspection and Review	\$50 per unapproved occurrence beyond the thirty (30) minutes specified.
14. SOW: Paragraph 4.1.6, Open Post, sub-paragraphs 4.1.6.9	In the event that a Security Guard or PSO Supervisor must leave during the workday, Contractor must send a replacement Security Guard or PSO Supervisor within one (1) hour or less of the Security Guard or PSO Supervisor's absence, with the replacement Security Guard or PSO Supervisor completing the remaining work schedule.	100%	Inspection and Review	\$50 per unapproved occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
15. SOW: Paragraph 4.1.6, Open Post, sub-paragraphs 4.1.6.7	Contractor must ensure that the Post for the public lobby entrance(s) is filled at all times to ensure that District Office lobbies can open timely. At least one (1) Security Guard must be at the weapon screening post at all times during lobby hours.	100%	Inspection and Review	\$1,000 per occurrence.
16. SOW: Subsection 4.2, Unscheduled Work Due to Security Incident; paragraph 4.2.3	All authorized unscheduled work due to security incident must commence as specified by DPSS Security Coordinator or Facility Proprietor.	100%	Inspection and Review of Records	Withholding of invoice amount due for unscheduled work provided without written authorization.
17. SOW: Subsection 4.3, Security Guard and Armed Protection Security Officer Supervisor Overtime, paragraph 4.3.1	Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime, consistent with Contract, Subsection, 8.19, Fair Labor Standards. County may report Contractor's non-compliance with the California Labor Code to the California Labor Commissioner.	100%	Review log sheets and research State Labor Commission records	\$100 per occurrence per employee plus a report to State Labor Commission if not remedied.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
18. SOW: Subsection 4.3, Security Guard and Armed Security Officer Supervisor Overtime, paragraph 4.3.2	Contractor must monitor and ensure that each of its Security Guards and PSO Supervisors work no more than thirty-six (36) hours per week of overtime on any County assignment.	100%	Observation, review of log sheets and random site visits	\$50 per unauthorized occurrence per employee
19. SOW: Subsection 4.4 - Services in Emergency Situations	In the event of an emergency situation, Contractor must continue to provide services under the Contract. Contractor must continue to provide adequate staffing to ensure continued services to the extent determined by County.	100%	Inspection and Review	\$100 per occurrence
20. SOW: Subsection 4.5, Holidays, paragraph 4.5.2	When twenty-four (24) hour/seven (7) day a week coverage is required at specified Locations, Contractor will be required to provide services on County-recognized holidays.	100%	Observation and Review	\$100 per occurrence for failure to provide required service.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
21. SOW: Section 1.0, Scope of Work, Subsection 1.2	In addition to the staffing required in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, a minimum of ten (10) percent additional security guard personnel who are cleared, trained, certified, and equipped must be available for deployment at any time by Contractor throughout the term of the Contract. The ten (10) percent additional security guard personnel must include on-call security guard staff available with the same requirements listed above to maintain the level of service required in the contract to ensure no open posts.	100%	Review of Contractor employment records and inspection	\$50 per person short of the ten (10) percent, per inspection.
22. SOW: Paragraph 6.3.3, Administrative File	Contractor must maintain an Administrative File for each employee scheduled for a background investigation and prior to the start of Contract. The Administrative File must contain copies of the items listed in subparagraphs 6.3.3.1 – 6.3.3.2 of Exhibit A, SOW.	100%	Review	\$50 per incomplete administrative file, per occurrence.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
23. SOW: Subparagraph 6.3.3.3 - Preliminary and Annual Physicals/Examination/Testing/Proof of Vaccination	Contractor must provide initial physical examination and testing, and provide proof of vaccination, as specified, for all Security Guards, PSO Supervisors; including any employee designated as Contractor Project Manager, Lead Supervisor, and Contractor Contract Manager assigned to provide services under this Contract at the time the Administrative file is submitted for County review, and annually thereafter.	100%	Observation and Inspection	\$50 per employee with incomplete/out-of-date physical examination records.
24. SOW: Sub-paragraph 6.4.1. Uniforms/Identification Badges, subparagraph 6.4.1.1	The Contractor must ensure that all on-duty Security Guards and PSO wear complete DPSS approved uniforms. The Contractor must provide all employees providing services under the Contract with a DPSS approved uniform as specified in 6.4.1.3 at Contractor expense. Uniforms must be the same for all assigned Security Guards and PSO Supervisors, unless an exception is required or approved by the DPSS Security Coordinator.	100%	Observation	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
25. SOW: paragraphs 6.4.2, Armed Security Guard Equipment/Accessories & 6.4.3, Materials and Equipment	All armed Security Guards and PSO Supervisors (including relief, as required) must be equipped by the Contractor with at least the equipment and accessories specified in paragraphs 6.4.2; & 6.4.3 of the SOW.	100%	Observation	\$50 per occurrence
26. SOW: sub-paragraph 6.4.3.1, Radios	Contractor must provide hand-held radios, desktop radio(s), batteries, radio charger, supplies, and maintenance for radios, as specified in subparagraph 6.4.3.1, of the SOW.	100%	Observation	\$50 per occurrence for inoperable radios or missing radio equipment or supplies
27. SOW: Paragraph 6.4.4, Vehicles, subparagraphs 6.4.4.1 & 6.4.4.5	Contractor must provide vehicles for Contractor's relief personnel and PSO Supervisors to enable them to provide relief, make their rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different Locations.  Contractor must maintain and provide, upon request by County, a current Vehicle List.	100%	Observation and Inspection of work schedules and records	\$50 per occurrence



**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
28. SOW: Subsection 6.5, Security Guard and Armed Protection Security Officer Supervisor Training Requirements, paragraph 6.5.1	A detailed outline of all required training is provided in Exhibit A-1, SOW Attachment 3, Armed Security Guard Training Outline. Any required certifications must be validated and documented on employee training records, as specified in Subsection 8.8, Security Guard and PSO Supervisor Training Program Reports, of the SOW.	100%	Observation and Inspection	\$50 per occurrence
29. SOW: sub-paragraph 6.5.1.2	Contractor must submit to CCA, ten (10) Business Days prior to commencing work under the contract, a report of the training courses completed by Security Guards and PSO Supervisors assigned to provide services under the Contract. This report must include a roster of Security Guards and PSO Supervisors, and each training course attended, as well as a schedule of ongoing training and future training requirements for employees as specified in Exhibit A, SOW, Section 8.0, Reporting Requirements.	100%	Observation and Inspection	\$50 per day

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
30. SOW: paragraph 6.5.3	Contractor must ensure all Security Guards and PSO Supervisors are trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked by the user daily for safety. All Security Guards and PSO Supervisors must be provided with, and trained in the use of, safety and protective equipment by the Contractor according to OSHA standards.	100%	Observation and Inspection	\$50 per occurrence
31. SOW: paragraph 6.5.6, Weapons Screening, Magnetometer, and X-ray Machine Training	Contractor must provide weapon screening, magnetometer, and X-ray machine training to Security Guards and PSO Supervisors located at Locations having such equipment. Such training must be provided at the time Armed Security Guard and PSO Supervisors are assigned to Post. Contractor must certify that Security Guard and PSO Supervisors are competent in equipment use, as set forth in Exhibit A-1, SOW Attachment 3, Armed Security Guard Training Outline.	100%	Observation and Inspection	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
32. SOW: paragraph 6.5.7, Quarterly Customer Service Training	<p>Every three (3) months, the Contractor must provide one (1) hour of Customer Service Training instruction to all assigned Security Guard and PSO Supervisor personnel and verification must be provided to the CCA.</p> <p>Quarterly Customer Service Training must include topics set forth in Exhibit A-1, SOW Attachment 3, Armed Security Guard Training Outline under Section Two: Mandatory and Elective Courses Required to be maintained in Administrative File, paragraph A, Public Relations, Community and Customer (Mandatory) and topics set forth in Exhibit A-1, SOW Attachment 4, Statement on Workplace Equality and Acknowledgement of Receipt of this SOW.</p> <p>Contractor must ensure Security Guard and PSO Supervisor personnel continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor. These courses are mandatory in addition to the continuing education courses specified in Exhibit A-1, SOW Attachment 3, Armed Security Guard Training Outline of this SOW under Section Five: Annual and/or Continuing Educational Training.</p>	100%	Observation, review and Inspection of Records	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
33. SOW: Subsection 6.6, Contractor Office	Contractor must answer calls received by the answering service within one (1) hour of receipt of County Call.	98%	Observation	\$25 per hour beyond the one (1) hour call back time.
34. SOW: Subsection 6.7, Contractor Continuity of Operational Planning (COOP) and Disaster Preparedness Plan - Emergency Response	Prepare a COOP and Disaster Preparedness Plan for each Location within thirty (30) calendar days of commencement of the Contract and submit to the CCA. The CCA will collaborate with the DPSS Office of Emergency Management for review and approval. The COOP and Disaster Preparedness Plan requirements are to be met completely and at all times, as specified in paragraphs 6.7.1, 6.7.2, and 6.7.3 of this SOW.	100%	Observation, review and Inspection of Records	\$500 per unexcused occurrence for failure to comply with any component of the COOP and Disaster Preparedness Plan requirement; and, if non-compliance persists, possible termination for default of Contract for continued failure to perform; and debarment for up to three years.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
35. SOW: Subsection 7.1, Security Guard and Armed Protection Security Officer Supervisor General Requirements and Qualifications, paragraph 7.1.1	Security Guards and PSO Supervisors must possess basic writing skills and computer knowledge for notetaking and completing report forms, the ability to write and speak in English, the ability to work with the public and with County employees in a courteous and respectful manner, and the ability to accept responsibility and work independently.	100%	Observation, random and/or scheduled inspection of reports	\$50 per occurrence per employee
36. SOW: Subsection 7.1, Security Guard and Armed Protection Security Officer Supervisor General Requirements and Qualification, paragraph 7.1.2	Security Guards and PSO Supervisors must have satisfactorily completed California DCA, BSIS, and County training requirements as required in this SOW and otherwise.	100%	Observation and inspection of reports	\$50 per occurrence per employee
37. SOW: Subsection 7.1, Security Guard and Armed Protection Security Officer Supervisor General Requirements and Qualification, paragraph 7.1.4	Security Guards and PSO Supervisors must have a working knowledge of pertinent California Penal Code Sections (i.e., power of arrest, and search and seizure).	100%	Observation and inspection of employee files	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
38. SOW: Subsection 7.1, Security Guard and Armed Protection Security Officer Supervisor General Requirements and Qualification, paragraph 7.1.5	Security Guards and PSO Supervisors must keep current and have the proper and current certificates and licenses required to perform the services under the Contract, including but not limited to those specified in paragraph 6.3.3, Administrative File, of this SOW.	100%	Inspection of employee files and reports	\$50 per occurrence per employee
39. SOW: Subsection 7.1, Security Guard and Armed Protection Security Officer Supervisor General Requirements and Qualification, paragraph 7.1.6	Security Guards and PSO Supervisors must be in good physical condition and must be able to carry out all work requirements specified in the Contract.	100%	Observation and inspection of employee files and management reports	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
40. SOW: Subsection 7.1, Security Guard and Armed Protection Security Officer Supervisor General Requirements and Qualification, paragraph 7.1.7	Security Guards and PSO Supervisors must receive site-specific training provided by the Contractor, as applicable, prior to beginning work under the Contract, as stated in the Post Orders developed and provided by the DPSS as described in SOW sub-paragraph 5.2.5.1, Post Orders and subsection 6.5, Security Guard and PSO Supervisor Training Requirements.	100%	Observation and inspection of employee files and management reports	\$50 per occurrence per employee
41. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.1	Security Guards and PSO Supervisors must not eat, read, or use personal radios, cellular telephones, televisions, any kind of electronic entertainment devices, Compact Disc players, or tape players at their Posts at any time.	100%	Observation and inspection	\$50 per occurrence per employee
42. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.2	Security Guards and PSO Supervisors must be in full uniform, punctual, remain awake, alert, and attentive during their shifts, without exception in accordance with General Post Orders and/or Site Specific Post Orders.	100%	Observation and random site visits	\$100 Open Post assessment per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
43. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.3	Security Guards and PSO Supervisors must report to work in full uniform attire as specified in paragraph 6.4.1, Uniforms/Identification Badges of this SOW with all required equipment/accessories as specified in paragraph 6.4.2, Security Guard Equipment/Accessories and with all materials and equipment as specified in paragraph 6.4.3, Materials and Equipment of this SOW.	100%	Observation and inspection	\$50 per occurrence per employee
44. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.4	Security Guards and PSO Supervisors must not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.	100%	Observation and random site inspection	\$50 per occurrence per employee



**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
45. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.5	Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of this SOW. Security Guards and PSO Supervisors must not leave their assigned Posts until properly relieved. Contractor will be responsible for payment of relief staff and coverage, including relief that covers lunch and break times.	100%	Observation, inspection of timesheets, management reports and random site visit	\$50 assessment per occurrence per employee
46. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.6	Security Guards and PSO Supervisors must not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.	100%	Observation and inspection	\$50 per occurrence per employee
47. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.7	Security Guards and PSO Supervisors must present a professional demeanor at all times. Excessive socializing with the public, County employees, or other Security Guards and PSO Supervisors during working hours is prohibited.	100%	Observation and random site visits	\$50 per occurrence per employee

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<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
48. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.8	Security Guards and PSO Supervisors must maintain their Post desk in a neat and presentable manner.	100%	Observation and inspection	\$25 per occurrence per employee
49. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.9	Security Guards and PSO Supervisors must have a good working knowledge of lawful public restraint procedures.	100%	Observation	\$100 per occurrence per employee
50. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.10	Security Guards and PSO Supervisors must react immediately and take command of security incidents and use sound judgment and discretion in handling unruly members of the public.	100%	Observation and random site inspection	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
51. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.11	Security Guards and PSO Supervisors, and other Contractor employees, must not store firearms or contraband in County locations. Security Guards and PSO Supervisors and other Contractor employees must not bring firearms, other than those approved for their use under the Contract, into County Locations. Security Guards and PSO Supervisors and other Contract employees must not bring visitors into County Locations.	100%	Observation and random site visits	\$250 per occurrence per employee
52. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.1	Sign-in and sign-out each day using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet, provided by the Contractor and located at each Post. Guards must report to work on time and hold over on assigned duties until relieved.	100%	Observation, inspection of time sheets and random site visits	\$50 per occurrence per employee
53. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.2	Operate and test weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held, CCTV systems, and panic alarms systems, if required.	100%	Observation and random site visit	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
54. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.4	Detain individuals for further investigation when circumstances and conditions warrant such action and there is reasonable suspicion and cause to do so. As soon as safely possible, but no later than one (1) hour from the detention, they must report such actions to the Facility Proprietor.	100%	Observation, review of written incident and other management reports	\$50 per occurrence per employee
55. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.5	Physically intervene in emergency situations, in accordance with all legal restraint requirements, when necessary to prevent injurious acts to persons or property within County property. Contract guards must conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention or arrest.	100%	Observation, review of written incident reports and other management reports	\$500 per occurrence per employee
56. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.7	Investigate questionable acts or behavior observed or reported on County property and question witnesses and suspects to ascertain or verify facts.	100%	Observation and review of incident reports	\$50 per occurrence
57. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.8	Provide Security Guard escort services to and from buildings and vehicles within County property, which includes but may not be limited to County parking lots, County parking structures, lobbies, foyers, and County driveways, as directed by on site Facility Proprietor and as duties permit, to members of the public or County employees.	100%	Observation and random site visit	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
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<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
58. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.9	Monitor the security of safe and secure areas within each Location where equipment or items of value are stored.	100%	Observation, review of written incident reports and other management reports	\$50 per occurrence per employee
59. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.10	Lock and unlock gates and doors as directed in Site-Specific Post Orders or by District Director, or Facility Proprietor during emergency situations.	100%	Observation, site inspection and review of reports	\$50 per occurrence per employee
60. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.12	Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas and detain unidentified or unauthorized individuals as directed by Site-Specific Post Orders. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location, as required in Site-Specific Post Orders.	100%	Observation and review of incident reports	\$100 per occurrence
61. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.13	Raise and lower flags at designated times according to General Post Orders and, Site-Specific Post Orders.	100%	Observation and random site visit	\$50 per occurrence

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SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
62. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.14	Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or emergency personnel. Report incident to DPSS personnel or Facility Proprietor as soon as practicably feasible and request further assistance if necessary.	100%	Observation and review of written incident reports	\$100 per occurrence
63. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.15	Relay reports of bomb threats immediately to corresponding law enforcement agency, and DPSS personnel, Facility Proprietor, and participate in bomb searches organized by corresponding law enforcement agency or other law enforcement agency personnel.	100%	Observation and review of written incident reports	\$500 per occurrence per employee
64. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.17	Monitor panic alarm systems, electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in in General Post Orders and, Site-Specific Post Orders.	100%	Observation and review of incident reports	\$50 per occurrence

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SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
65. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.18	Receive additional training in the use of Contractor-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required by Location. Contractor is required to provide all radios for Security Guards and at least one radio for each Facility Proprietor, as specified in sub-paragraph 6.4.3.1, Radios of this SOW.	100%	Observation and inspection	\$50 per employee per week
66. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.19	Conduct regular foot and vehicle patrols of Locations, utilizing Contractor-issued motor vehicles, as required in General Post Orders, Site-Specific Post Orders, or as directed by the Facility Proprietor. Conduct vehicle traffic control services when requested by the Facility Proprietor.	100%	Observation, random inspections and review of reports	\$50 per occurrence
67. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.20	Security Guard and PSO Supervisor must possess working knowledge of assigned Location; and procedures for reporting and/or correcting hazardous conditions.	100%	Observation and review of written incident reports	\$50 per occurrence

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<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
68. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, paragraph 7.3.21	Monitor parking and issue parking violation notices as directed in General Post Orders, Site-Specific Post Orders, or as directed by the Facility Proprietor.	100%	Observation and random site visits	\$50 per occurrence
69. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraph 7.3.22.1	Security Guards must not store any firearms, firearm accessory, baton, ammunition, or Sam/Sally Browne belt at any Location where services under the Contract are being provided.	100%	Observation, random inspection and written incident reports	\$200 per occurrence per employee
70. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraph 7.3.22.2	Security Guards must not remove firearms, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless under extreme emergency or in a life-threatening situation, or unless specifically authorized, in writing, by DPSS Security Coordinator.	100%	Observation, inspection and written incident reports	\$500 per occurrence per employee
71. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraph 7.3.22.4	Security Guards and PSO Supervisors must not clean firearms at any Location at any time.	100%	Observation, inspection and review of written incident reports	\$200 per occurrence per employee



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<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
72. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraph 7.3.22.5	Security Guards and PSO Supervisors must not bring in, and must not use, unauthorized firearms, holsters, and ammunition at any Location at any time.	100%	Observation, random site visits and written incident reports	\$200 per occurrence per employee
73. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraph 7.3.22.6	In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, the County may proceed with and conduct an administrative investigation. Contractor must fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by the County.	100%	Interview, inspection of documents and written incident reports	\$500 per occurrence per employee
74. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraphs 7.3.22.7 and 7.3.22.8	Contractor must maintain all firearms, ammunition, and accessories in good working condition. Firearms and ammunition used by Security Guards and PSO Supervisors will be subject to inspection by authorized County personnel at any time.	100%	Observation, random and scheduled inspections	\$200 per occurrence

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75. SOW: Subsection 7.4, Armed Protection Security Officer Supervisor Duties, paragraphs 7.4.1, and 7.4.5	Provide direction and instruction to posted and/or patrolling Security Guards by making daily rounds of assigned Locations and monitoring Security Guards' performance under this Contract.	100%	Observation, scheduled and random site visits	\$100 per occurrence per PSO Supervisor
76. SOW: Subsection 7.4, Armed Protection Security Officer Supervisor Duties, paragraph 7.4.2	Explain post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guards.	100%	Observation, scheduled and random site visits	\$50 per occurrence
77. SOW: Subsection 7.4, Armed Protection Security Officer Supervisor, Duties, paragraph 7.4.3	Immediately respond to on-site emergencies, providing support as needed.	100%	Observation and incident reports	\$100 per occurrence
78. SOW: Subsection 7.4, Armed Protection Security Officer Supervisor Duties, paragraph 7.4.4	Provide training to Security Guards under his/her supervision and ensure that each Security Guard fully understands the duties and services to be provided under the Contract, prior to Security Guard starting work as set forth throughout the Contract.	100%	Observation, inspection of training records & Interview	\$50 per occurrence per PSO Supervisor

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<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
79. SOW: Subsection 7.4, Armed Protection Security Officer Supervisor Duties, paragraphs 7.4.5 and 7.4.6	Be available to inspections from County personnel.  Be available to the Security Guards under his/her supervision at all times during the assigned shift.	100%	Observation, random site visits and guard Interviews	\$50 per occurrence
80. SOW: Subsection 7.4, Armed Protection Security Officer Supervisor Duties, paragraph 7.4.7	Provide technical and administrative advice to Security Guards as appropriate.	100%	Observation, random site visits and guard Interviews	\$50 per occurrence
81. SOW: Subsection 7.4, Armed Protection Security Officer Supervisor Duties, paragraph 7.4.8	Ensure that assigned Security Guard coverage is appropriate and adequate to meet County requirements.	100%	Observation, inspection of log sheets, management reports and random inspections	\$50 per occurrence
82. SOW: Subsection 7.4, Armed Protection Security Officer Supervisor Duties, paragraph 7.4.10	Respond to requests from Security Guards for assistance.	100%	Observation, random site visits, and guard Interviews	\$100 per occurrence

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<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
83. SOW: Subsection 7.4, Armed Protection Security Officer Supervisor, Duties, paragraph 7.4.11	Have a thorough knowledge of radio usage and codes, and train Security Guards in these areas.	100%	Observation, inspection of employee files and management reports	\$50 per occurrence
84. SOW: Subsection 7.4, Armed Protection Security Officer Supervisor Duties, paragraph 7.4.12	Conduct investigations of incidents and prepare a written memorandum to be provided to Security Coordinator upon request.	100%	Inspection of incident and management reports	\$100 per occurrence per PSO Supervisor
85. SOW: Subsection 7.4, Armed Protection Security Officer Supervisor Duties, paragraph 7.4.13	Drive a Contractor-provided motor vehicle to the different assigned Locations.	100%	Observation, inspection of work schedules, logbooks and records	\$50 per occurrence
86. SOW: Subsection 7.4, Armed Protection Security Officer Supervisor Duties, paragraph 7.4.14	Sign-in and sign-out at visited Locations. A PSO Supervisor must sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/sign-out sheet, provided by the Contractor, to record each Location visited.	100%	Observation, inspection of time sheets and random site visits	\$50 per occurrence per PSO Supervisor

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87. SOW: Subsection 7.4, Armed Protection Security Officer Supervisor Duties, paragraph 7.4.15	Provide relief for Security Guard breaks and meals as required.	100%	Observation and inspection	\$50 per occurrence per PSO Supervisor
88. SOW: Subsection 8.1, Invoices	Contractor must furnish to the County, in a timely manner, true, accurate, and complete Monthly Invoice(s), with all necessary supporting documentation, as set forth in Subsection 5.5, - Invoices and Payments, of the Contract.	100%	Review of report	\$50 per occurrence for incomplete, inaccurate, or late monthly invoices

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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
89. SOW: Subsection 8.3, Monthly Inspection Report	A Monthly Inspection Report (MIR) is to be completed by the end of each month, and submitted to the CCA on the fifteenth (15 <sup>th</sup> ) calendar day of the following month for each Location for which services were provided, according to Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, of the SOW, which must provide full details on all services provided, 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 must be provided. A complete record of all MIRs conducted by Contractor must be made available upon request by County and include recommendations regarding security and safety as it relates to, County facilities, employees, and visitors. Contractor must maintain all MIR records and reports for five (5) years following termination of the Contract.	100%	Review of report	\$50 per occurrence or incomplete or delayed report.
90. SOW: Subsection 8.5, Procedural Manual	Contractor must develop and provide a procedural manual describing how Contractor will inform their employees of procedural changes made by County or other entity to its employees, within ten (10) business days after commencement of the Contract.	100%	Review of plan	\$25 per day late.

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91. SOW: Subsection 8.6, Complaint Investigation Procedures	Within ten (10) business days after the Contract effective date, Contractor must develop, maintain, and follow procedures for receiving, investigating and responding to complaints by Security Guards, PSO Supervisors, members of the public, and/or County personnel.	100%	Review of manual	\$25 per day late.
92. SOW: Subsection 8.7, Firearms List, paragraphs 8.7.1 and 8.7.2	For every Security Guard and PSO Supervisor performing services under the Contract, Contractor must provide a list of firearms to the CCA with the make, manufacturer, and serial number of each Security Guard or PSO Supervisor firearm. The firearms list must be provided prior to a Security Guard or PSO Supervisor being assigned to a Location. Contractor must be responsible for keeping the firearms list up-to-date, adding or deleting personnel, and noting other changes as appropriate. Contractor must provide CCA with an updated firearms list upon request.	100%	Review and Inspection	\$50 per occurrence as previously listed under Item Twenty (20), Firearms List, of this PRS.

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<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
93. SOW: Subsection 8.8, Security Guard and Armed Protection Security Officer Supervisor Training Program Reports, paragraph 8.8.1, Training Tracker, Training Compliance Report, and Notification of Required County Training	Contractor must ensure that all Security Guard and PSO Supervisors remain current in all required training and certifications, including required updates provided by County. Contractor must establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with the Contract. Contractor must provide a Training Compliance Report at the time of the quarterly performance evaluation meetings, or as requested by CCA.	100%	Observation and Inspection	\$50 per occurrence
94. SOW: Subsection 8.8, Security Guard and Armed Protection Security Officer Supervisor Training Program Reports, subparagraph 8.8.2.3, In-Service Training Report	Contractor must provide a monthly report of all in-service training (training received while providing services at a Location) to CCA by the tenth (10) calendar day of the following month in which training has been completed.	100%	Review and Inspection	\$50 per occurrence in required reporting



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SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
95. SOW: paragraph 8.8.2, Security Guard and Armed Protection Security Officer Supervisor Training File, sub-paragraph 8.8.2.1	Contractor must be responsible for maintaining a Training File for each employee assigned to provide services under the Contract. The Training File must contain copies of completed Contractor background investigation records; records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County. The Training File must be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by County, state, or federal representatives. On-site storage and retrieval of Security Guard and PSO Supervisor Training Files may be required, based on the needs of the Location where services are performed.	100%	Review and Inspection	\$50 per incomplete/missing employee file, per inspection, as noted under number Twenty-five (25), Training File, and number One Hundred One (101) of this PRS.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>MONITORING METHOD</b>	<b>LIQUIDATED DAMAGES</b>
96. SOW: Subsection 8.9, Notification of Infectious Potential, Paragraphs 8.9.1 and 8.9.3	Contractor must immediately notify the DPSS Security Coordinator and the CCA of any Security Guard or PSO Supervisor reporting contact with or evidencing signs or symptoms indicating the presence of an infectious disease. Any Security Guard or PSO Supervisor determined to have infectious potential must be removed from his/her Post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note. Contractor must, utilizing available public information, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.	100%	Review and Inspection	\$50 per occurrence for failure to remove infectious Security Guard or PSO Supervisor \$50 per occurrence for failure to provide vaccination information.
97. SOW: Sub-section 8.11, Daily/Weekly Reporting Documents	Contractor must maintain Security Guard and PSO Supervisor Sign In/Out Sheets, and Daily Activity Reports (DAR) at each Location where services are provided. The completed Sign In/Out Sheets must be submitted with monthly invoices to CCA, or designee, for review.	100%	Review and Inspection	\$50 per incomplete/missing documents \$50 per day for each document for delay in submission

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO  
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
98. SOW: Subsection 8.12 - Security Incident Report (SIR), paragraph 8.12.1	<p>Security Guards and PSO Supervisors must report any lost, theft, or misuse of any Contractor-owned or County-owned equipment immediately to Facility Proprietor and Contractor Project Manager by phone and email. Preliminary notification is to be followed by written memorandum or an IR by the end of shift.</p> <p>Written documentation will include: report date, date of occurrence, time, and Location where item became lost or was stolen, description of missing item, serial number (if applicable), and Contractor and County employees assigned to Post. The DPSS Security Coordinator will immediately follow-up with the Facility Proprietor with a copy to the CCA. Facility Proprietor submit a County SIR regarding the incident.</p>	100%	Review and Inspection	<p>\$50 per occurrence for failure to make immediate notification as required.</p> <p>\$50 per day for delay in submission</p>

## CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY \_\_\_\_\_ (enter date and time)

<b>Date:</b>		<b>Contractor Response Received:</b>			
<b>Contractor:</b>	<b>Contract No.</b>	<b>County's Contract Administrator:</b>			
<b>Contact Person:</b>	<b>Telephone: (    )    -</b>	<b>County's Contract Administrator Signature:</b>			
<b>Email:</b>		<b>Email:</b>			
<p>A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond to the <span style="color: red;">County Contract Administrator</span> identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.</p>					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					
4					

\*Use additional sheets if necessary

\_\_\_\_\_  
*Contractor's Representative Signature*

\_\_\_\_\_  
*Date Signed*

**Additional  
Comments:**

## FACILITY DISCREPANCY REPORT (FDR)

FDR # \_\_\_\_\_  
(completed by CAM/OESSEM)

CONTRACTOR/CONTRACT #:

DPSS FACILITY:

DPSS PERSON REPORTING:

CONTACT INFO:

PREPARED ON:

EMAIL TO:

DISCREPANCY DATE AND TIME:

GUARD INFORMATION (FIRST/LAST NAME):

DETAILED DESCRIPTION OF DISCREPANCY:

## \*\*\*BELOW SECTION FOR CAM/OESSEM USE ONLY\*\*\*

DATE DISCREPANCY REPORT RECEIVED BY CAM/OSM \_\_\_\_\_

CAM SUBMIT FOR CONTRACT DISCREPANCY REPORT?

YES

NO

☐☐

CONTRACT DISCREPANCY REPORT # \_\_\_\_\_

ISSUE DATE \_\_\_\_\_

**LIVING WAGE STAFFING PLAN**

**(REFER TO APPENDIX B, REQUIRED FORMS, EXHIBIT 12)**

## DPSS SECURITY GUARD ROTATION CHART

### DPSS SECURITY GUARD ROTATION CHART

(Page 1 of 2)

	Parking Lot	X-Ray	Metal Detector	2nd FI Lobby 2 & 3	3rd FI Lobby	Patrol/Break Reliever	Guard 7 M&F
0600-0630	Guard 1						
0630-0730	Guard 1	Guard 2					
0730-0830	Guard 2	Guard 1	0800 Hrs Guard 3				0800-0900 2nd FI Lobby 2 & 3
0830-0930	Guard 3	Guard 2	Guard 4	Guard 1	0900 Hrs Guard 5		0900-1000 2nd FI Lobby 2 & 3
0930-1030	Guard 4	Guard 3	Guard 5	Guard 2	Guard 6	Guard 1	1000-1100 2nd FI Lobby 2 & 3
1030-1130	Guard 5	Guard 4	Guard 6	Guard 3	Guard 2 1030-1100 Guard 1	Guard 2 1100-1130	1100-1200 2nd FI Lobby 2 & 3
1130-1230	Guard 6	Guard 5	Guard 4	Guard 4	Guard 2		
1230-1330	Guard 1	Guard 6	Guard 2	Guard 5	Guard 3 1250-1330	Guard 3 1230-1250	1300-1400 2nd FI Lobby 2 & 3
1330-1430	Guard 2	Guard 1	Guard 3	Guard 6	Guard 4		1400-1500 2nd FI Lobby 2 & 3
1430-1530	Guard 3	Guard 5	Guard 4				1500-1600 2nd FI Lobby 2 & 3
1530-1630	Guard 6	Guard 4	Guard 5	Guard 3 : 1700 Hrs		Guard 3 1530-1550	1600-1700 3rd FI Lobby
1630-1730	Guard 4	Guard 5	Guard 6				
1730-1830	Guard 5 : 1800	Guard 6					

**DPSS SECURITY GUARD ROTATION CHART**  
**DPSS SECURITY GUARD ROTATION CHART**

(Page 2 of 2)

**SCHEDULES / BREAKS**

	<b>Shift</b>	<b>1st 10 Min Break</b>	<b>Lunch</b>	<b>2nd 10 Min Break</b>
<b>Guard 1</b>	0600-1430	0830-0840	1030-1100	1230-1240
<b>Guard 2</b>	0630-1430	0930-0940	LOP	1240-1250
<b>Guard 3</b>	0800-1700	0940-0950	1130-1230	1530-1540
<b>Guard 4</b>	0830-1730	0950-1000	1230-1330	1540-1550
<b>Guard 5</b>	0900-1800	1100-1110	1330-1430	1700-1710
<b>Guard 6</b>	0930-1830	1110-1120	1430-1530	1710-1720
<b>Guard 7</b>	0800-1700	1000-1010	1200-1300	1530-1540



**DPSS CODE OF CONDUCT**

**TO BE PROVIDED ON A FUTURE DATE**

***PRICING SCHEDULE***

**TO BE ATTACHED TO CONTRACT  
(REFER TO APPENDIX B, REQUIRED FORMS - EXHIBIT 10)**

***CONTRACTOR'S  
BUDGET SHEET AND BUDGET NARRATIVE***

**TO BE ATTACHED TO CONTRACT  
(REFER TO APPENDIX B, REQUIRED FORMS - EXHIBIT 13)**

## COUNTY'S ADMINISTRATION

CONTRACT NO. Click or tap here to enter text.

### COUNTY CONTRACT DIRECTOR:

Name: Click or tap here to enter text.

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.

### SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: 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 CONTRACT ADMINISTRATOR:

Name: Click or tap here to enter text.

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.

### DPSS SECURITY COORDINATOR:

Name: Click or tap here to enter text.

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 CONTRACT PROGRAM MONITOR:

Name: Click or tap here to enter text.

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.

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

CONTRACT NO. Click or tap here to enter text.

### CONTRACTOR PROJECT MANAGER:

Name: Click or tap here to enter text.

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.

### CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

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.

Name: Click or tap here to enter text.

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.

### NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

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.

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: \_\_\_\_\_ 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: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: Contractor shall ensure that this certification is executed and placed in Contractor's Employee's Personnel Profile prior to executing Contract. Document must be provided to the County upon request. Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name: \_\_\_\_\_ Contract No \_\_\_\_\_

Employee Name: \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I must keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: Contractor shall ensure that this certification is executed and placed in Contractor's Employee's Personnel Profile prior to executing Contract. Document must be provided to the County upon request. Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name: \_\_\_\_\_ Contract No \_\_\_\_\_

Non-Employee Name: \_\_\_\_\_

**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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I must keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



# 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](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



BabySafeLA.org

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.**

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.



- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## **2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.



- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
  - 5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
    - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
    - (b) The number of Individuals whose Protected Health Information is involved;
    - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
    - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect themselves from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.



- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.

- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

## **9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:
- (a) The date of the Disclosure;
  - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
  - (c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1, and must maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate must provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

## **11. AVAILABILITY OF RECORDS**

11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

## **12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate must mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

### **13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate must be written in plain language, will be subject to review and approval by Covered Entity, and must include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free



telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

- 14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

#### **15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by

Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which must be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, must destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by

Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.
  - 18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
  - 18.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.



## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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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: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

## 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.



The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
  - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
  - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
  - Protect against accidental loss or destruction of, or damage to, County Information; and
  - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### 4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

### 5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

### 6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings,



schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## 8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.



In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

#### **10. RETURN OR DESTRUCTION OF COUNTY INFORMATION**

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### 14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Ralph Johnson  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Name  
Departmental Information Security Officer  
Address  
City, State Zip  
Telephone



Email address

- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## **15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.



## 16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## 17. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$\_\_\_\_\_ per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## 18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the 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.

**SAMPLE MONTHLY INVOICES**  
**TO BE PROVIDED AFTER CONTRACT AWARD**

## COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

### PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

# CIVIL RIGHTS COMPLAINT – CONTRACTOR FORM AND FLOWCHART

County of Los Angeles

Department of Public Social Services

## COMPLAINT OF DISCRIMINATORY TREATMENT FORM

This form is to be used to file a DPSS complaint of discriminatory treatment for violations against any of the protected classes covered under California Department of Social Services Division 21. According to the Los Angeles County DPSS Civil Rights Handbook, this form is not required to formally submit a discrimination complaint.

You may file a complaint if you feel that you have been discriminated against due to your:

- National Origin (Includes Language)
- Race
- Ethnic Group Identification
- Sex
- Gender Identity
- Marital Status
- Medical Condition
- Religion
- Disability (Physical or Mental)
- Immigration Status
- Color
- Ancestry
- Age
- Gender Expression
- Sexual Orientation
- Domestic Partnership
- Genetic Information
- Political Affiliation
- Citizenship
- Any other applicable basis

### Instructions:

1. Complete the attached PA 607 form, Complaint of Discriminatory Treatment. Be sure to include your name, telephone number, mailing address, case number, and a description of the alleged discrimination (attach additional pages, if necessary). To submit your complaint anonymously, you may leave the name section blank and write "Anonymous" in the signature section.
2. Provide the corrective action being requested to resolve the alleged discrimination.
3. Sign the form.
4. Submit the complaint form in-person at any DPSS office, by phone, fax, email, or by U.S. mail to:

**Department of Public Social Services**  
**Civil Rights Section**  
**12860 Crossroads Parkway South**  
**City of Industry, CA 91746**  
**Telephone: (562) 908-8501**  
**Fax: (562) 692-2240**  
**Email: [DPSSCivilRights@dpss.lacounty.gov](mailto:DPSSCivilRights@dpss.lacounty.gov)**

### Please Note:

- DPSS Civil Rights Section will assign an investigator who will acknowledge receipt of your complaint in writing.
- Submitting a PA 607 is not a requirement to submit a report of discrimination; you may file a written complaint by email, a verbal complaint by telephone, or by informing any DPSS employee to initiate a complaint of discrimination.
- Retaliation is included as a protected activity under CDSS Division 21 and is prohibited. A retaliation complaint is described as any form of intimidation, threatening, coercing, or discriminating against any individual engaging in a protected activity, such as filing a complaint, testifying, or participating in any manner in any investigation, proceeding, or hearing. This is not the same as a discrimination complaint, however, it is prohibited under CDSS Division 21.

COMPLAINT OF DISCRIMINATORY TREATMENT FORM – ENGLISH

County of Los Angeles

Department of Public Social Services

**COMPLAINT OF DISCRIMINATORY TREATMENT**

Please return completed form to:  
**Department of Public Social Services Civil Rights Section**  
 12860 Crossroads Parkway South  
 City of Industry, CA 91746  
 E-mail: DPSSCivilRights@dpss.lacounty.gov  
 Phone: (562) 908-8501  
 Fax: (562) 692-2240

CASE NAME: \_\_\_\_\_

CASE NUMBER: \_\_\_\_\_

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment  
 (Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my (check at least one box):

<input type="checkbox"/> NATIONAL ORIGIN (including language)	<input type="checkbox"/> AGE	<input type="checkbox"/> RELIGION
<input type="checkbox"/> COLOR	<input type="checkbox"/> SEX	<input type="checkbox"/> POLITICAL AFFILIATION
<input type="checkbox"/> RACE	<input type="checkbox"/> GENDER EXPRESSION	<input type="checkbox"/> CITIZENSHIP
<input type="checkbox"/> ANCESTRY	<input type="checkbox"/> GENDER IDENTITY	<input type="checkbox"/> IMMIGRATION STATUS
<input type="checkbox"/> ETHNIC GROUP IDENTIFICATION	<input type="checkbox"/> SEXUAL ORIENTATION	<input type="checkbox"/> ANY OTHER APPLICABLE BASIS: _____
<input type="checkbox"/> PHYSICAL OR MENTAL DISABILITY	<input type="checkbox"/> MARITAL STATUS	
	<input type="checkbox"/> DOMESTIC PARTNERSHIP	
	<input type="checkbox"/> MEDICAL CONDITION	
	<input type="checkbox"/> GENETIC INFORMATION	

I BELIEVE I WAS RETALIATED AGAINST BECAUSE: \_\_\_\_\_

DATE OF OCCURRENCE: \_\_\_\_\_

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED/RETALIATED AGAINST ME: \_\_\_\_\_

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS: \_\_\_\_\_

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN: \_\_\_\_\_

**CONSENT GRANTED** – By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable Federal and State laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Initial on the line  
above if you give  
consent.

**CONSENT DENIED** – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint **may not** be investigated as a result of my refusal to give my consent for the release of information.

Initial on the line  
above if you do  
not give consent.

(SIGNATURE)

(DATE)

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PA – 607 (REVISED 5/2023) ENGLISH

State of California – Health and Human Services Agency

California Department of Social Services

**COMPLAINT OF DISCRIMINATION**

Name	Program Type
Street Address	Case Number
City, State, Zip Code	Phone Number

I believe I have been discriminated against on the basis of:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> National Origin | <input type="checkbox"/> Sex                  | <input type="checkbox"/> Medical Condition                |
| <input type="checkbox"/> Color           | <input type="checkbox"/> Gender Identity      | <input type="checkbox"/> Genetic Information              |
| <input type="checkbox"/> Race            | <input type="checkbox"/> Gender Expression    | <input type="checkbox"/> Religion                         |
| <input type="checkbox"/> Ancestry        | <input type="checkbox"/> Sexual Orientation   | <input type="checkbox"/> Political Affiliation            |
| <input type="checkbox"/> Ethnic Group    | <input type="checkbox"/> Marital Status       | <input type="checkbox"/> Disability                       |
| <input type="checkbox"/> Age             | <input type="checkbox"/> Domestic Partnership | <input type="checkbox"/> Any Other Applicable Basis _____ |

Name Of Person Who Discriminated	Title	Date Of Occurrence	Place Of Occurrence Agency

Describe in your own words what action(s) have happened to lead you to believe you have been discriminated against.

Indicate what resolution you are seeking.

I understand the above information is true and complete to the best of my knowledge and belief.

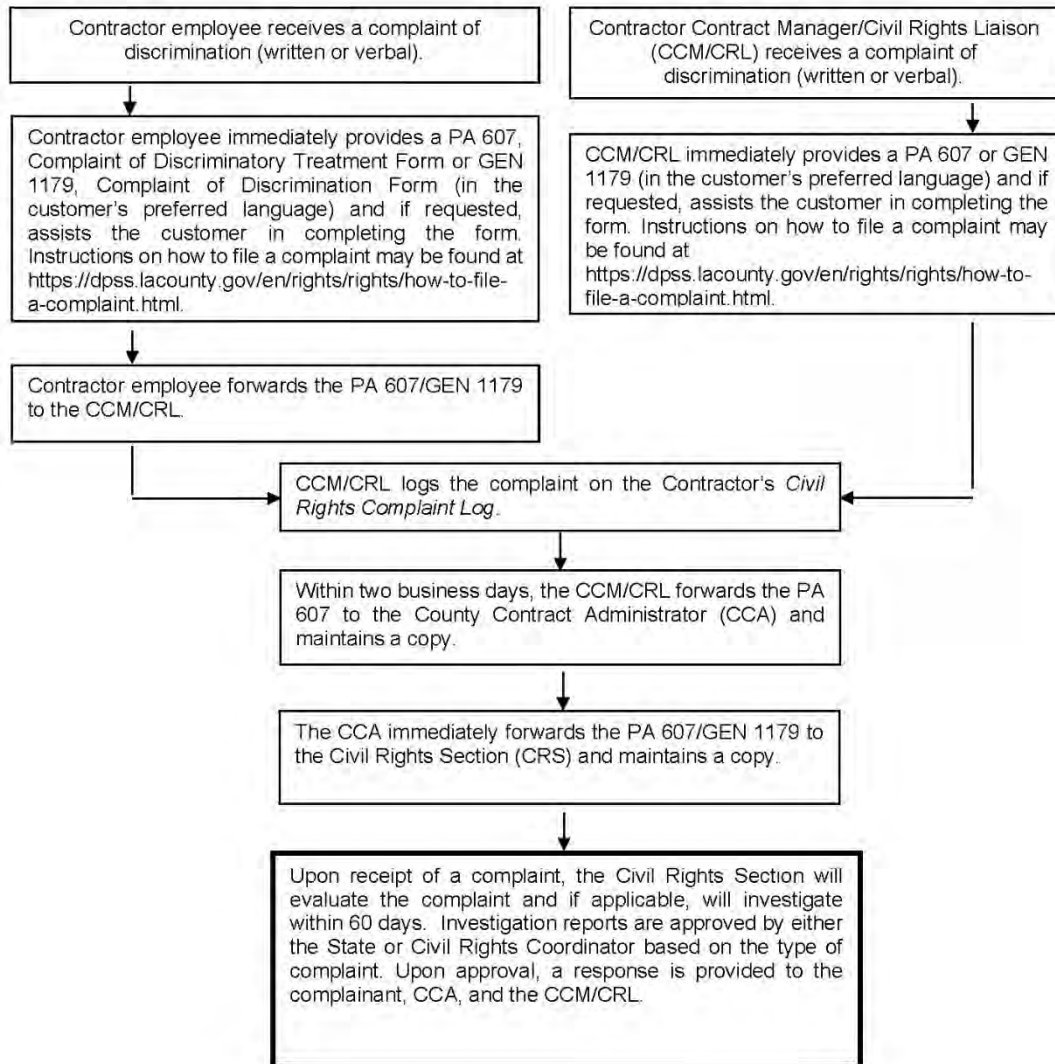
- ☐ I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.
- ☐ By signing this complaint, I am authorizing the CDSS Civil Rights Bureau (CRB) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRB to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Complainant's Signature	Date
-------------------------	------

GEN 1179 (5/18)



**CIVIL RIGHTS COMPLAINT  
FLOWCHART PROCESS FOR  
CONTRACTORS**



Rev. 06/2024



## CONTRACTOR'S CERTIFICATION OF OFFICE LOCATION

**CONTRACTOR NAME:**

The service office(s) is/are located at:

Address 1:

Address 2:

Address 3:

Address 4:

Address 5:

Address 6:

By signing this certification form, this Contractor certifies:

- ☐ At least one of the office(s) listed above will be located in Los Angeles County at the time of Contract award.

OR

- ☐ **(If no office(s) are identified above)** At least one office will be located in Los Angeles County at the time of Contract award.

Name of Firm: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **NEPOTISM POLICY STATEMENT OF UNDERSTANDING**

Nepotism means favoritism shown to close relatives and closely related employees. Close relatives and closely related to employees include their father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild, uncle, aunt, cousin, niece, nephew, half-brother, half sister, stepbrother, stepsister, adoptive child, adoptive parents, foster parents, foster child(ren), registered domestic partners, unregistered domestic partners (e.g., boyfriend/girlfriend, boyfriend/boyfriend, girlfriend/girlfriend living together but not registered), guardianship (e.g., preserver, custodian, ward and/or trustee of any Contractor employee).

### **ACKNOWLEDGEMENT**

I have read the Nepotism Policy as stated herein. I understand that it is my responsibility to be aware of possible conflicts of interest, and to immediately notify my supervisor (Manager/Director) of the facts in writing so that a determination can be made as to whether or not nepotism or the appearance of nepotism exists.

I understand that failure to comply with this Nepotism Policy may result in discharge.

With my signature affixed to this form, I acknowledge that I have been informed of Nepotism Policy herein specified, and the consequences of failure to comply.

Employee Name: \_\_\_\_\_ Witness Signature: \_\_\_\_\_  
(Immediate Supervisor) \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Witness Job Title: \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

Check

- Original to employee's Office Personnel Folder ( )
- Copy to employee ( )

# APPENDIX B - REQUIRED FORMS

## Exhibits

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Debarment History and List of Terminated Contracts
- 5) Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6) Minimum Mandatory Requirements
- 7) List of Public Entities
- 8) List of References
- 9) Contribution and Agent Declaration Form
- 10) Pricing Schedule (Excel Worksheet)
- 11) Living Wage Program Application for Exemption
- 12) Living Wage Program Staffing Plan (Excel Worksheet)
- 13) Budget Sheet and Budget Narrative (Excel Worksheet)
- 14) Continuity of Operations Planning (COOP) and Disaster Preparedness Plan
- 15) Declaration

**REQUIRED FORMS – EXHIBIT 1****ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

<b>Proposer Name:</b> <a href="#">Click or tap here to enter text.</a>	<b>County Webven Number:</b> <a href="#">Click or tap here to enter text.</a>
<b>Address:</b> <a href="#">Click or tap here to enter text.</a>	
<b>Telephone Number:</b> <a href="#">Click or tap here to enter text.</a>	<b>Email:</b> <a href="#">Click or tap here to enter text.</a>
<b>Internal Revenue Service Employer Identification Number:</b> <a href="#">Click or tap here to enter text.</a>	<b>California Business License Number:</b> <a href="#">Click or tap here to enter text.</a>

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

**ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	<a href="#">Click or tap here to enter text.</a>
6	Is your firm involved in any pending acquisition or mergers?  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.  <a href="#">Click or tap here to enter text.</a>
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: <a href="#">Click or tap here to enter text.</a> Title: <a href="#">Click or tap here to enter text.</a> Phone: <a href="#">Click or tap here to enter text.</a> Email: <a href="#">Click or tap here to enter text.</a>  Name: <a href="#">Click or tap here to enter text.</a> Title: <a href="#">Click or tap here to enter text.</a> Phone: <a href="#">Click or tap here to enter text.</a> Email: <a href="#">Click or tap here to enter text.</a>  Name: <a href="#">Click or tap here to enter text.</a> Title: <a href="#">Click or tap here to enter text.</a> Phone: <a href="#">Click or tap here to enter text.</a> Email: <a href="#">Click or tap here to enter text.</a>
8	Are you submitting proposals for both the North and South Sectors?  <input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, please select which sector is preferred. (Please select one)  <input type="checkbox"/> North <input type="checkbox"/> South	Please refer to RFP section 2.4.
9	Does your firm have an office location within Los Angeles County?  <input type="checkbox"/> Yes <input type="checkbox"/> No  If no, will your firm have an office location by the award of the contract?  <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Name of Authorized Signer (Print):** \_\_\_\_\_

**Signature of Authorized Signer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**REQUIRED FORMS – EXHIBIT 2****CERTIFICATION OF COMPLIANCE**

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

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<a href="#">LACC 2.180</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<a href="#">LACC 2.160</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<a href="#">Motion</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<a href="#">Board Policy 5.250</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5	<p>Charitable Contributions Certification</p> <p>Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable)</p> <p><a href="#">Click or tap here to enter text.</a></p>	<a href="#">Board Policy 5.065</a>	<p><b>Check the Certification below that is applicable to your company.</b></p> <p><input type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p> <p><b>OR</b></p> <p><input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.</p>
6	Attestation of Willingness to Consider GAIN/START Participants	<a href="#">Board Policy 5.050</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Willing to provide GAIN/START participants access to employee mentoring program?</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available</p>
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<a href="#">LACC 2.203</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p> <p><input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program</p>
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<a href="#">LACC 2.206</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b> <a href="#">Click or tap here to enter text.</a></p>

**REQUIRED FORMS – EXHIBIT 3****REQUEST FOR PREFERENCE CONSIDERATION**

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

☐ **PREFERENCE NOT REQUESTED**

**OR**

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#">LACC 2.204</a>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#">LACC 2.205</a>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<a href="#">LACC 2.211</a>

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

**REQUIRED FORMS – EXHIBIT 4****DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS**

Proposer's Name: [Click or tap here to enter text.](#)

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

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

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>

Service:	<a href="#">Click or tap here to enter text.</a>
Name of Entity:	<a href="#">Click or tap here to enter text.</a>
Address:	<a href="#">Click or tap here to enter text.</a>
Contact:	<a href="#">Click or tap here to enter text.</a>
Telephone:	<a href="#">Click or tap here to enter text.</a>
Email:	<a href="#">Click or tap here to enter text.</a>
Termination Date:	<a href="#">Click or tap here to enter text.</a>
Name/Contract No:	<a href="#">Click or tap here to enter text.</a>
Reason for Termination:	<a href="#">Click or tap here to enter text.</a>



**REQUIRED FORMS – EXHIBIT 5**  
**COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

Refer to Excel Worksheet for a fillable form

**REQUIRED FORMS – EXHIBIT 6****MINIMUM MANDATORY REQUIREMENTS**

Proposer acknowledges and certifies that it meets and will comply with the Minimum Mandatory Requirements indicated below and as stated in Paragraph 4.0, of this Request for Proposals.

No.	Minimum Mandatory Requirement(s) (MMR)	Complies with M/R	
		Yes	No
1	For the North Sector, proposers must have five (5) years' experience within the last seven (7) years providing Armed Security Guard Services and Armed Protection Security Officer Services equivalent or substantially similar to the services identified in Exhibit A, SOW, of this RFP and currently have a minimum aggregate total of at least 92 guards at all times.	<input type="checkbox"/>	<input type="checkbox"/>
2	For the South Sector, proposers must have five (5) years' experience within the last seven (7) years providing Armed Security Guard Services and Armed Protection Security Officer Services equivalent or substantially similar to the services identified in Exhibit A, SOW, of this RFP and currently have a minimum aggregate total of at least 181 guards at all times.	<input type="checkbox"/>	<input type="checkbox"/>
3	Proposer must have at least one (1) assigned full-time Contractor Project Manager, with a minimum of three (3) years of experience within the last five (5) years providing security project management services equivalent or substantially similar to those required in this RFP. Proposer must submit resume and include references that verify this experience for the proposed Contractor Project Manager. The experience must be documented in Proposal, Section B.1. If the Contractor Project Manager has not been hired or identified, Proposer must include the complete job specifications for the position.	<input type="checkbox"/>	<input type="checkbox"/>
4	Proposer must have at least one (1) assigned full-time Contractor Contract Manager, with a minimum of three (3) years' experience within the last five (5) years providing contract management services equivalent or substantially similar to those required in this RFP. Proposer must submit resume and include references that verify this experience for the proposed Contractor Contract	<input type="checkbox"/>	<input type="checkbox"/>

	Manager. The experience must be documented in Proposal, Section B.1. If the Contractor Project Managers have not been hired or identified, Proposer must include the complete job specifications for the position.		
5	Proposer must have at least three (3) assigned full-time Lead Supervisors, for the sector in which they are applying. The Lead Supervisor must have a minimum of two (2) years' experience within the last three (3) years providing security supervisor duties for Contractor equivalent to Lead Supervisor. The proposer must submit resumes and include references that verify this experience for the Lead Supervisors. The experience must be documented in Proposal, Section B.1. If the Lead Supervisors have not been hired or identified, Proposer must include the complete job specifications for the positions.	<input type="checkbox"/>	<input type="checkbox"/>
6	Proposer must have at least one (1) assigned full-time Contractor facility security assessment personnel with a minimum of four (4) years' experience within the last five (5) years providing security assessments and providing written recommendations equivalent or substantially similar to those required in this RFP. Proposer must submit resume and include references that verify this experience for the proposed Contractor facility security assessment personnel. The experience must be documented in Proposal, Section B.1. If the Contractor facility security assessment personnel has not been hired or identified, Proposer must include the complete job specifications for the position	<input type="checkbox"/>	<input type="checkbox"/>
7	Proposer must have a valid and active California-issued private patrol operator license to perform the requested services.	<input type="checkbox"/>	<input type="checkbox"/>

8	Proposer must attend the Mandatory Virtual Proposers' Conference and the Mandatory In-person Site Visits, as specified in this RFP, Subsection 8.4, Mandatory Virtual Proposers' Conference and Mandatory In-person Site Visits. Only those proposers who attend the Mandatory Virtual Proposers' Conference and the Mandatory In-person Site Visits will be provided with a link to view the various district office photos and fact sheets. Proposers will be required to sign in and out at the beginning and end of each office visit.	<input type="checkbox"/>	<input type="checkbox"/>
9	Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	<input type="checkbox"/>	<input type="checkbox"/>
10	Proposal must be submitted by the proposal due date and time identified in Paragraph 1.0, (Solicitation Information and Minimum Mandatory Requirements).	<input type="checkbox"/>	<input type="checkbox"/>
11	Proposer must pass the County's review of the Proposer's financial capability. For a proposer to demonstrate that it will continue in business through the period of the contract and can finance the cost of adequate personnel and support requirements, Proposer must provide adequate documentation on the financial status of the firm as referenced in Section 8.0, Business Proposal Requirements and Evaluation, subparagraph 8.6.3.4, Financial Capability.	<input type="checkbox"/>	<input type="checkbox"/>

**LIST OF PUBLIC ENTITIES**

**Proposer's Name:** Click or tap here to enter text.

Provide all public entity contracts for the last three (3) years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

<b>PUBLIC AGENCIES</b>	
AGENCY/DEPT: <u>Click or tap here to enter text.</u>	AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>	SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>	CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>	CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>	CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>	TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>	E-MAIL: <u>Click or tap here to enter text.</u>
AGENCY/DEPT: <u>Click or tap here to enter text.</u>	AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>	SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>	CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>	CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>	CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>	TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>	E-MAIL: <u>Click or tap here to enter text.</u>
AGENCY/DEPT: <u>Click or tap here to enter text.</u>	AGENCY/DEPT: <u>Click or tap here to enter text.</u>
SERVICE TYPE: <u>Click or tap here to enter text.</u>	SERVICE TYPE: <u>Click or tap here to enter text.</u>
CONTRACT TERM: <u>Click or tap here to enter text.</u>	CONTRACT TERM: <u>Click or tap here to enter text.</u>
CONTRACT AMT: <u>Click or tap here to enter text.</u>	CONTRACT AMT: <u>Click or tap here to enter text.</u>
CONTACT: <u>Click or tap here to enter text.</u>	CONTACT: <u>Click or tap here to enter text.</u>
TELEPHONE: <u>Click or tap here to enter text.</u>	TELEPHONE: <u>Click or tap here to enter text.</u>
E-MAIL: <u>Click or tap here to enter text.</u>	E-MAIL: <u>Click or tap here to enter text.</u>

**LIST OF REFERENCES**

**Proposer's Name:** [Click or tap here to enter text.](#)

Proposer's List of References will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements stated in the RFP. Proposer must provide five (5) references where the same or similar scope of services was provided.

Please note that **no more than** five (5) references must be provided. It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCES	
<b>REFERENCE 1</b>	
AGENCY/DEPT:	<a href="#">Click or tap here to enter text.</a>
SERVICE TYPE:	<a href="#">Click or tap here to enter text.</a>
CONTRACT TERM:	<a href="#">Click or tap here to enter text.</a>
CONTRACT AMT:	<a href="#">Click or tap here to enter text.</a>
CONTACT:	<a href="#">Click or tap here to enter text.</a>
TELEPHONE:	<a href="#">Click or tap here to enter text.</a>
E-MAIL:	<a href="#">Click or tap here to enter text.</a>
<b>REFERENCE 2</b>	
AGENCY/DEPT:	<a href="#">Click or tap here to enter text.</a>
SERVICE TYPE:	<a href="#">Click or tap here to enter text.</a>
CONTRACT TERM:	<a href="#">Click or tap here to enter text.</a>
CONTRACT AMT:	<a href="#">Click or tap here to enter text.</a>
CONTACT:	<a href="#">Click or tap here to enter text.</a>
TELEPHONE:	<a href="#">Click or tap here to enter text.</a>
E-MAIL:	<a href="#">Click or tap here to enter text.</a>
<b>REFERENCE 3</b>	
AGENCY/DEPT:	<a href="#">Click or tap here to enter text.</a>
SERVICE TYPE:	<a href="#">Click or tap here to enter text.</a>
CONTRACT TERM:	<a href="#">Click or tap here to enter text.</a>
CONTRACT AMT:	<a href="#">Click or tap here to enter text.</a>
CONTACT:	<a href="#">Click or tap here to enter text.</a>
TELEPHONE:	<a href="#">Click or tap here to enter text.</a>
E-MAIL:	<a href="#">Click or tap here to enter text.</a>

REFERENCES	
<b>REFERENCE 4</b>	
AGENCY/DEPT:	<a href="#">Click or tap here to enter text.</a>
SERVICE TYPE:	<a href="#">Click or tap here to enter text.</a>
CONTRACT TERM:	<a href="#">Click or tap here to enter text.</a>
CONTRACT AMT:	<a href="#">Click or tap here to enter text.</a>
CONTACT:	<a href="#">Click or tap here to enter text.</a>
TELEPHONE:	<a href="#">Click or tap here to enter text.</a>
E-MAIL:	<a href="#">Click or tap here to enter text.</a>
<b>REFERENCE 5</b>	
AGENCY/DEPT:	<a href="#">Click or tap here to enter text.</a>
SERVICE TYPE:	<a href="#">Click or tap here to enter text.</a>
CONTRACT TERM:	<a href="#">Click or tap here to enter text.</a>
CONTRACT AMT:	<a href="#">Click or tap here to enter text.</a>
CONTACT:	<a href="#">Click or tap here to enter text.</a>
TELEPHONE:	<a href="#">Click or tap here to enter text.</a>
E-MAIL:	<a href="#">Click or tap here to enter text.</a>

**REQUIRED FORMS – EXHIBIT 9****CONTRIBUTION AND AGENT DECLARATION FORM**

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

**REQUIRED FORMS – EXHIBIT 9****CONTRIBUTION AND AGENT DECLARATION FORM**

*Complete each section below. State “none” if applicable.*

**A. COMPANY OR APPLICANT INFORMATION**

1) Declarant Company or Applicant Name:

[Click or tap here to enter text.](#)

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: [Click or tap here to enter text.](#)

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: [Click or tap here to enter text.](#)

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[Click or tap here to enter text.](#)

**[IF A COMPANY, ANSWER QUESTIONS 2 - 3]**

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

[Click or tap here to enter text.](#)

b) Subsidiaries:

[Click or tap here to enter text.](#)

c) Related Business Entities:

[Click or tap here to enter text.](#)

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

[Click or tap here to enter text.](#)

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

[Click or tap here to enter text.](#)



**REQUIRED FORMS – EXHIBIT 9****CONTRIBUTION AND AGENT DECLARATION FORM**

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

[Click or tap here to enter text.](#)

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

[Click or tap here to enter text.](#)

**B. CONTRIBUTIONS**

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

<b>Date</b> (contribution solicited, or directed)	<b>Recipient Name</b> (elected official)	<b>Amount</b>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>

\*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

<b>Date</b> (contribution made)	<b>Name</b> (of the contributor)	<b>Recipient Name</b> (elected official)	<b>Amount</b>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>

\*Please attach an additional page, if necessary.

**REQUIRED FORMS – EXHIBIT 9****CONTRIBUTION AND AGENT DECLARATION FORM****C. DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are [Click or tap here to enter text.](#) additional pages attached to this Contribution Declaration Form.

**COMPANY BIDDERS OR APPLICANTS**

I, [Click or tap here to enter text.](#) (Authorized Representative), on behalf of [Click or tap here to enter text.](#) (Declarant Company), at which I am employed as [Click or tap here to enter text.](#) (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

\_\_\_\_\_  
Signature

[Click or tap here to enter text.](#)  
Date

**REQUIRED FORMS – EXHIBIT 9****CONTRIBUTION AND AGENT DECLARATION FORM****INDIVIDUAL BIDDERS OR APPLICANTS**

I, [Click or tap here to enter text.](#), declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

---

Signature

[Click or tap here to enter text.](#)

Date

**REQUIRED FORMS – EXHIBIT 10****PRICING SCHEDULE**

Refer to Excel Worksheet for a fillable form

**REQUIRED FORMS - EXHIBIT 10****PRICING SCHEDULE****FORM OF BID TO BE SUBMITTED BY PROPOSER**

The undersigned offers to furnish all personnel and materials for the provision of Security Guard Service. Said work will be done for the period prescribed and in the manner set forth in RFP, Appendix A, Statement of Work and based on projected hours provided in Appendix A, Sample Contract Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The Proposer rates (hourly, monthly, etc.) will include, but not limited to, all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies as stated otherwise in the RFP. The projected hours are subject to change and do not constitute a guarantee of any number of hours to be served throughout the applicable Sector.

Transition Month Rates will calculate automatically in the All-Inclusive Rates Table based on the "All-Inclusive Rates" entered in "1st Year".

Overtime Rates will calculate automatically in the Overtime Rates Table based on the "All-Inclusive Fixed Rates" entered.

Complete one pricing sheet for each sector you are proposing on.

The following prices being bid are firm and fixed for the term of the Contract and option years:

ENTER > ALL INCLUSIVE FIXED RATES																			
GUARD																			
ITEM	TRANSITION MONTHLY HOURS	ESTIMATED			ESTIMATED	1 <sup>ST</sup> YEAR			2 <sup>ND</sup> YEAR			3 <sup>RD</sup> YEAR			OPTION YEAR 1		OPTION YEAR 2		SECTOR
		BILLING RATE	TOTAL		ANNUAL HOURS	BILLING RATE	TOTAL		BILLING RATE	TOTAL		BILLING RATE	TOTAL		BILLING RATE	TOTAL	BILLING RATE	TOTAL	SUBTOTAL
ARMED SECURITY GUARD	10,080	\$ -	\$ -		119,040	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
ARMED PROTECTION SECURITY OFFICER	4,032	\$ -	\$ -		47,816	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
ARMED PROTECTION SECURITY OFFICER SUPERVISOR	1,411	\$ -	\$ -		5,686	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL			\$ -			\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Billing Rates for position that may be required in the future																			
UNARMED SECURITY GUARD																			

SECTOR																
OVERTIME RATES (FILLS AUTOMATICALLY)																
GUARD	TRANSITION	ESTIMATED		ANNUAL HOURS	1 <sup>ST</sup> YEAR		2 <sup>ND</sup> YEAR		3 <sup>RD</sup> YEAR		OPTION YEAR 1		OPTION YEAR 2		SECTOR	
		BILLING RATE	TOTAL		RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL		
ITEM																SUBTOTAL
ARMED SECURITY GUARD		\$ -	\$ -	4,164	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ARMED PROTECTION SECURITY OFFICER		\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ARMED PROTECTION SECURITY OFFICER SUPERVISOR		\$ -	\$ -	446	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL			\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Billing Rates for position that may be required in the future																
UNARMED SECURITY GUARDS																
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL																
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

I agree to provide comprehensive Security Guard Service for DPSS in Los Angeles County. This bid will remain a firm offer for 365 days following the final proposal submission date.

Signature of Authorized Agent

Date

Typed Name and Title of Authorized Agent

Firm Name

Firm Address

**REQUIRED FORMS – EXHIBIT 11****LIVING WAGE PROGRAM****APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) ([Los Angeles County Code, Chapter 2.201](#)). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name: <a href="#">Click or tap here to enter text.</a>		
Company Address: <a href="#">Click or tap here to enter text.</a>		
City: <a href="#">Click or tap here to enter text.</a>	State: <a href="#">Click or tap here to enter text.</a>	Zip Code: <a href="#">Click or tap here to enter text.</a>
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.		<input type="checkbox"/> Yes <input type="checkbox"/> No

**I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:**

- ☐ My business is subject to or intends to enter into a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all the provisions of the Living Wage Program; **OR**
  - ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

[Click or tap here to enter text.](#)

**REQUIRED FORMS – EXHIBIT 12**  
**LIVING WAGE PROGRAM STAFFING PLAN**

Refer to Excel Worksheet for a fillable form

**LIVING WAGE PROGRAM  
STAFFING PLAN**

**Company Name:** \_\_\_\_\_

[illegible]

Proposer must submit a staffing plan that includes the number of full time employees, unless the contractor can demonstrate to the County the necessity of part time staff. If a staffing plan contains part time employees, contractor must submit written justification for the use of part time staff.



**REQUIRED FORMS – EXHIBIT 13**  
**BUDGET SHEET AND BUDGET NARRATIVE**

Refer to Excel Worksheet for a fillable form

**REQUIRED FORMS – EXHIBIT 13**  
**SAMPLE BUDGET SHEET FOR SECURITY GUARD SERVICES**  
**FISCAL YEAR 2026-2027**

Period: July 1, 2026 through June 30, 2027

Proposer: \_\_\_\_\_

SECTOR: \_\_\_\_\_

**DIRECT COST** (List each staff classification)

Payroll Title	FTE*	Hourly Rate	Monthly Salary
Armed Security Guard		\$0.00	\$0.00
Armed Protection Security Officer		\$0.00	\$0.00
Armed Protection Security Officer Supervisor		\$0.00	\$0.00
<b>Total Salaries and Wages</b>			<b>\$0.00</b>
	Overtime (OT) Hours		
Armed Security Guard OT		\$0.00	\$0.00
Armed Protection Security Officer OT		\$0.00	\$0.00
Armed Protection Security Officer Supervisor OT		\$0.00	\$0.00
<b>OT Total Salaries and Wages</b>			<b>\$0.00</b>
<b>GRAND TOTAL</b>			<b>\$0.00</b>

\*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance		\$0.00	\$0.00
Dental Insurance		\$0.00	\$0.00
Life Insurance		\$0.00	\$0.00
Other (list)		\$0.00	\$0.00
<b>Total Benefits</b>			<b>\$0.00</b>

**Payroll Taxes** (List all appropriate, e.g., Social Security, Medicare, Workers' Compensation, etc.  
 List each item separately and add additional items as necessary)

	\$0.00
	\$0.00
	\$0.00
	\$0.00
<b>Total Payroll Taxes</b>	<b>\$0.00</b>

**Insurance** (List Type/Coverage, see Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

Supplies	\$0.00
Services	\$0.00
Office Equipment	\$0.00
Telephone/Utilities	\$0.00
Other (please continue to list)	\$0.00
<b>Total Insurance/Misc. S &amp; S</b>	<b>\$0.00</b>

**TOTAL DIRECT COST \$** \$0.00

**INDIRECT COST** (List all appropriate)

General/Accounting/Bookkeeping	\$0.00
Management Overhead (Specify)	\$0.00
Other (Specify)	\$0.00

**TOTAL INDIRECT COST \$** \$0.00

**TOTAL DIRECT AND INDIRECT COST** \$0.00

**PROFIT** (Please enter percentage) 0.00% \$0.00

**TOTAL MONTHLY COSTS** \$0.00

**TOTAL ANNUAL COST** \$0.00

**REQUIRED FORMS – EXHIBIT 14****CONTINUITY OF OPERATIONAL PLANNING AND  
DISASTER PREPAREDNESS PLAN**

(Page 1 of 7)

**(Proposer Name) Emergency Plan****Continuity of Operational Planning and Disaster Preparedness Plan**☐ **PLAN TO STAY IN BUSINESS**

If this location is not accessible we will operate from location below:

Business Name	Business Name
Address	Address
City, State	City, State
Telephone Number	Telephone Number
The following person is our primary crisis manager and will serve as the company spokesperson in an emergency:	If the person listed is unable to manage the crisis, the person below will succeed in management:
Primary Emergency Contact	Secondary Emergency Contact
Telephone Number	Telephone Number
Alternative Number	Alternative Number
Email	Email

☐ **EMERGENCY CONTACT INFORMATION**

Dial 9-1-1 in an Emergency

Non-Emergency Police/Fire

Insurance Provider



## CONTINUITY OF OPERATIONAL PLANNING AND DISASTER PREPAREDNESS PLAN

(Page 2 of 7)

☐ **BE INFORMED**

The following natural and man-made disasters could impact our business.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

☐ **EMERGENCY PLANNING TEAM**

The following people will participate in emergency planning and crisis management.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

☐ **WE PLAN TO COORDINATE WITH OTHERS**

The following people from the County and/or building management will participate on our emergency planning team.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

☐ **OUR CRITICAL OPERATIONS**

The following is a prioritized list of our critical operations, staff and procedures we need to recover from a disaster.

Operation Staff in Charge Action Plan

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## CONTINUITY OF OPERATIONAL PLANNING AND DISASTER PREPAREDNESS PLAN

(Page 3 of 7)

### ☐ SUPPLIERS AND CONTRACTORS

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Materials/Service Provided: \_\_\_\_\_

If this company experiences a disaster, we will obtain supplies/materials from the  
following: Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

\_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Materials/Service Provided: \_\_\_\_\_

If this company experiences a disaster, we will obtain supplies/materials from the  
following: Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Materials/Service Provided: \_\_\_\_\_

## CONTINUITY OF OPERATIONAL PLANNING AND DISASTER PREPAREDNESS PLAN

(Page 4 of 7)

### ☐ EVACUATION PLAN FOR \_\_\_\_\_ LOCATION

(Insert address... Make additional forms as needed.

*Complete one sheet per location)*

- We have developed these plans in collaboration with the Los Angeles County Sheriff's Department and building manager to avoid confusion or gridlock.
- We have located, copied and posted building and site maps.
- Exits are clearly marked.
- We will practice evacuation procedures \_\_\_\_\_ times a year.

If we must leave the workplace quickly:

---



---

1. Warning System: \_\_\_\_\_

We will test the warning system and record results \_\_\_\_\_ times a year.

2. Assembly Site: \_\_\_\_\_

3. Assembly Site Manager &amp; Alternate: \_\_\_\_\_

a. Responsibilities Include:

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4. Shut Down Manager &amp; Alternate: \_\_\_\_\_

a. Responsibilities Include:

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5. \_\_\_\_\_ is responsible for issuing all clear.

## CONTINUITY OF OPERATIONAL PLANNING AND DISASTER PREPAREDNESS PLAN

(Page 5 of 7)

### ☐ SHELTER-IN-PLACE PLAN FOR \_\_\_\_\_ LOCATION

(Insert address... Make additional forms as needed.

*Complete one sheet per location)*

- We have talked to the Los Angeles County Sheriff's Department and our staff about which emergency supplies, if any, the company or the County will provide in the shelter location and which supplies individuals might consider keeping in a portable kit personalized for individual needs.
- We will practice shelter procedures \_\_\_\_\_ times a year.

If we must take shelter quickly:

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1. Warning System: \_\_\_\_\_

We will test the warning system and record results \_\_\_\_\_ times a year.

2. Storm Shelter Location: \_\_\_\_\_

3. "Seal the Room" Shelter Location: \_\_\_\_\_

4. Shelter Manager & Alternate:

- a. Responsibilities Include:

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---



---

5. Shut Down Manager & Alternate:

- a. Responsibilities Include:

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---



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6. \_\_\_\_\_ is responsible for issuing all clear.

## CONTINUITY OF OPERATIONAL PLANNING AND DISASTER PREPAREDNESS PLAN

(Page 6 of 7)

### ☐ COMMUNICATIONS

We will communicate our emergency plans with the Los Angeles County Sheriff's Department, our staff, and other County Emergency Managers in the following way:

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In the event of a disaster we will communicate with the Los Angeles County Sheriff's Department and our employees in the following way:

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### ☐ CYBER SECURITY

To protect our computer hardware, we will:

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To protect our computer software, we will:

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If our computers are destroyed, we will use back-up computers at the following location:

---

### ☐ RECORDS BACK-UP

\_\_\_\_\_ is responsible for backing up our critical records including payroll and accounting systems.

Back-up records including a copy of this plan, site maps, insurance policies, bank account records and computer backups are stored in this location:

\_\_\_\_\_.

Another set of back-up records is stored at the following off-site location:

---

If our accounting and payroll records are destroyed, we will provide for continuity in the following ways:

---

## CONTINUITY OF OPERATIONAL PLANNING AND DISASTER PREPAREDNESS PLAN

(Page 7 of 7)

☐ **EMPLOYEE EMERGENCY CONTACT INFORMATION**

The following is a list of our staff and their individual emergency contact information:


☐ **ANNUAL REVIEW**

We will review and update this business continuity and disaster plan with the Los Angeles County Sheriff's Department in \_\_\_\_.



Emergency Plan Form adapted from United States Department of Homeland Security  
For more information on Emergency Planning for family, business, and government, visit Ready.Gov

**REQUIRED FORMS – EXHIBIT 15****DECLARATION**

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-14 IS TRUE AND CORRECT.

PRINT NAME: <a href="#">Click or tap here to enter text.</a>	TITLE: <a href="#">Click or tap here to enter text.</a>
SIGNATURE:	DATE: <a href="#">Click or tap here to enter text.</a>

## SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

***Proposer/Bidder requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.***

Proposer/Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer/Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Business Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review.

*(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

<b><i>For County use only</i></b>
Date SRR Request Received by County: _____ Date Solicitation Released: _____ _____
Reviewed by: _____



## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.**

## GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

DEDUCTION CATEGORIES	RANGE OF DEDUCTION (Deduction is taken from Proposer's Final Evaluation Score)
<b>MAJOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	<b>6 - 10%</b> Consider investigating a finding of proposer non-responsibility**
<b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	<b>1 - 5%</b>
<b>NONE</b> County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	<b>0</b>

### **Assessment Criteria**

\* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the proposal due date.

The assessment and determination of whether a violation is major, minor, or non-existent ("none") and the assignment of a percentage deduction must include, but not be limited to, consideration of the following criteria and variables:

- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

\*\* [County Code Title 2, Chapter 2.202.030](#) sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.