

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone (626) 458-5100 http://dpw.lacounty.gov

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May 16, 2017

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

26

May 16, 2017

LORI GLASGOW EXECUTIVE OFFICER

SERVICES CONTRACTS
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS FOR
STREET SWEEPING SERVICES FOR THE UNINCORPORATED AREAS OF
SOUTH WHITTIER AND AZUSA/COVINA/CLAREMONT
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)

SUBJECT

This action is to award two services contracts for street sweeping services in the unincorporated areas of South Whittier and Azusa/Covina/Claremont.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
- 2. Find that these services can be more economically performed by an independent contractor than by County employees.
- 3. Award the contract for South Whittier street sweeping services to CleanStreet, Inc., located in Gardena, California, and direct the Chairman to execute the contract. This contract will be for a period of 1 year commencing on July 1, 2017, or upon the Board's approval, whichever occurs last, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months. The annual contract sum for the initial term is \$417,752; the sum for the first optional term is \$421,592; the sum for the second optional term is \$437,717; the sum for the fourth and last optional term is \$437,717;

and a month-to-month extension up to 6 months is \$218,859 with a maximum potential contract sum of \$2,371,354, which includes disposal and fuel adjustments in accordance with the contract terms. However, as part of Public Works' Workforce Reinvestment Plan, during the first contract year, Public Works will evaluate the possibility of hiring County employees to perform these services.

- 4. Award the contract for Azusa/Covina/Claremont street sweeping services to CleanStreet, Inc., located in Gardena, California, and direct the Chairman to execute the contract. This contract will be for a period of 1 year commencing on July 1, 2017, or upon the Board's approval, whichever occurs last, with four 1-year renewal options, and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months. The annual contract sum for the initial term is \$294,082; the sum for the first optional term is \$297,050; the sum for the second optional term is \$308,890; the sum for the fourth and last optional term is \$308,890; and a month-to-month extension up to 6 months is \$154,445 with a maximum potential contract sum of \$1,672,247, which includes disposal and fuel adjustments in accordance with the contract terms. However, as part of Public Works' Workforce Reinvestment Plan, during the first contract year, Public Works will evaluate the possibility of hiring County employees to perform these services.
- 5. Authorize the Director of Public Works or his designee to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, CleanStreet, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.
- 6. Authorize the Director of Public Works or his designee to annually increase the contracts' amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide street sweeping services to maintain the streets, alleys, and curbed medians within the unincorporated County areas of South Whittier and Azusa/Covina/Claremont. The work to be performed will consist of street sweeping 13,615 curb miles and 348 paved alley miles annually in South Whittier and 10,764 curb miles and 27 paved alley miles annually in Azusa/Covina/Claremont. The Department of Public Works has contracted for these services since 1999.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.3, Make Environmental Sustainability our Daily Reality and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action allows for the County to reduce storm water pollution while improving the environmental and social well-being of our communities so that they may thrive now and into the future. The recommended contractor has the specialized expertise to accurately, efficiently, timely, and in a responsive and cost ffective manner support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

For the South Whittier area, the annual contract sum for the initial term is \$417,752; the sum for the first optional term is \$421,592; the sum for the second optional term is \$437,717; the sum for the third optional term is \$437,717; the sum for the fourth and last optional term is \$437,717; and a month-to-month extension up to 6 months is \$218,859, to be pro-rated monthly, with a maximum potential contract sum of \$2,371,354, which includes disposal and fuel adjustments in accordance with the contract terms. With the Board's delegated authority, the Director of Public Works or his designee may increase the contracts' total maximum amount by up to 10 percent of the annual contracts' sum for unforeseen, additional work within the scope of the contracts, if required. The estimated cost of the contracted work is based on Public Works' estimated annual requirements for the services at the unit prices quoted by the contractor.

For the Azusa/Covina/Claremont Area, the annual contract sum for the initial term is \$294,082; the sum for the first optional term is \$297,050; the sum for the second optional term is \$308,890; the sum for the fourth and last optional term is \$308,890; and a month-to-month extension up to 6 months is \$154,445, to be pro-rated monthly, with a maximum potential contract sum of \$1,672,247, which includes disposal and fuel adjustments in accordance with the contract terms. With the Board's delegated authority, the Director of Public Works or his designee may increase the contracts' total maximum amount by up to 10 percent of the annual contracts' sum for unforeseen, additional work within the scope of the contracts, if required. The estimated cost of the contracted work is based on Public Works' estimated annual requirements for the services at the unit prices quoted by the contractor.

Funding for these services is included in the Road Fund Fiscal Year 2017-18 Budget. Funds to finance the contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor for both contracts is CleanStreet, Inc., located in Gardena, California. The South Whittier and Azusa/Covina/Claremont street sweeping contracts will commence on July 1, 2017, for a period of 1 year. With the Board's delegated authority, the Director of Public Works or his designee may renew these contracts for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

These contracts have been executed by CleanStreet, Inc., and approved as to form by County Counsel (Enclosures A.1 and A.2). The recommended contracts, were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosures C.1 and C.2 reflect the contractors' utilization participation. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Pursuant to the applicable Memorandum of Understanding, on March 18, 2015, the Request for Statement of Qualifications (RFSQ) for these solicitations were submitted to the appropriate union for

review. Subsequently, the Invitation for Bids for these services were submitted to the appropriate union for review on November 17, 2016, for South Whittier street sweeping services, and November 21, 2016, for Azusa/Covina/Claremont street sweeping services. The union has not asked to meet with Public Works regarding these solicitations.

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

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

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector. However, as part of Public Works' Workforce Reinvestment Plan, during the first contract year, Public Works will evaluate the possibility of hiring County employees to perform these services.

These Proposition A contracts do not allow Cost-of-Living Adjustments for the optional years. However, these contracts do contain a provision for fuel and disposal fee adjustments on an annual basis.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (c) of the California Environmental Quality Act.

CONTRACTING PROCESS

On March 19, 2015, a notice of the RFSQ was placed on the County's "Doing Business With Us" website (Enclosure B), Public Works' "Business Opportunities" website, Twitter, and an advertisement was placed in the Los Angeles Times. Also, Public Works informed 1,198 Local Small Business Enterprises and 56 independent contractors and community business enterprises about this business opportunity.

On April 15, 2015, six Statements of Qualifications for street sweeping services were received. The statements were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. All six statements met these mandatory requirements. These six statements were then evaluated by an evaluation committee consisting of Public Works staff utilizing the informed averaging methodology. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation, Public Works selected the six apparent responsive responsible vendors and placed them on a prequalified list.

On December 22, 2016, Public Works issued Invitation for Bids for the two areas of South Whittier and Azusa/Covina/Claremont, soliciting bids from the six prequalified vendors. On January 12, 2017, three bids were received for both South Whittier and Azusa/Covina/Claremont. The bids were evaluated based on the price category. It is recommended that these contracts be awarded to the apparent responsive, responsible, and lowest bid CleanStreet, Inc., located in Gardena, California.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform originals of the contracts to the Department of Public Works, Business Relations and Contracts Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,

MARK PESTRELLA

Director

MP:JQ:ep

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

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Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

AND

CLEANSTREET, INC.

FOR

SOUTH WHITTIER STREET SWEEPING SERVICES (2016-PA032)

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Sample Fuel Adjustment Calculation
EXHIBIT H
Area Map

AGREEMENT FOR

SOUTH WHITTIER STREET SWEEPING SERVICES (2016-PA032)

THIS AGREEMENT, made and entered into this 16th day of May, 2017, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and CLEANSTREET, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 15, 2015, and Bid Submission filed with the COUNTY on January 12, 2017, hereby agrees to provide services as described in this Contract for South Whittier Street Sweeping Services (2016-PA032).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1, Performance Requirements Summary; Exhibit G, Sample Fuel Adjustment; Exhibit H, Area Maps; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications; Addenda to the Request of Statement of Qualifications; and the Invitation for Bids, including its exhibits and addenda, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid Submission and attached hereto as Forms PW-2.1 – 2.5, an amount not to exceed \$2,371,354, which includes disposal and fuel adjustments for the entire contract period of 66 months as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$417,752; the sum for the first optional term is \$421,592; the sum for the second optional term is \$437,717; the sum for the third optional term is \$437,717; the sum for the fourth and last optional term is \$437,717; and a month-to-month extension up to 6 months is for \$218,859, in a pro-rated monthly amount.

<u>FOURTH</u>: This Contract's initial term shall be for a period of one year commencing on July 1, 2017 or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option and renewal shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of

the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in the applicable Forms PW-2.1 through PW-2.5, Schedule of Prices.

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

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

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

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

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>TENTH</u>: No Cost-Of-Living Adjustments (COLAs) shall be granted for the optional renewal periods.

ELEVENTH: The Director may adjust 5 percent of the hourly rate of compensation set forth in the applicable Forms PW-2.1 through PW-2.5 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United Department Energy States website http://tonto.eia.doe.gov/dnav/pet/pet pri gnd dcus sca m.htm or other County approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at http://tonto.eia.doe.gov/dnav/pet/pet pri prop dcu r50 m.htm or other County approved website for Liquid Propane Gas (LPG) using West Coast (PADD "Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price-report.html or other County approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used beginning on the month of this Contract's start date and thereafter at each successive six month interval. which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit H. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

TWELFTH: The CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Forms PW-2.1 through PW-2.5 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated based on the disposal fee charged after the commencement date of this Contract and the disposal fee charged on this Contract's renewal date(s). Only 5 percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR must substantiate the change in cost for refuse disposal to the satisfaction of the Director. CONTRACTOR supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee, and any additional documentation requested by the COUNTY to establish most current disposal fees. CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

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

<u>FOURTEENTH</u>: In the event that there are discrepancies in the work requirements between the Scope of Work from the RFSQ document and this IFB's Scope of Work resulted from the RFSQ (2015-SQPA004), per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

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

<u>SIXTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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



COUNTY OF LOS ANGELES

Chairman, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

By Carole Snzulei
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS AMASSES

2 A

MAY 1 6 2017

LORI GLASGOW EXECUTIVE OFFICER I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

LORI GLASGOW

Executive Officer

Clerk of the Board of Supervisors

By word and

CLEANSTREET, INC.

Its President

Jere Costello

Type or Print Name

Its Secretary

Rick Anderson

Type or Print Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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A notary public or other officer completing this certificat document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California County of Jos Angeles On April 17, 2017 before me, Date personally appeared les Coste	Moran, Totary Public, Here Insert Name and Title of the Officer Oo and fick Linderson Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in her/their signature(s) on the instrument the person(s), ed, executed the instrument.
J. MORAN COMM. # 2069760 V NOTARY PUBLIC-CALIFORNIA O LOS ANGELES COUNTY MY COMM. Fig. June 26, 2018	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. VITNESS my hand and official seal. Signature Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this in	IONAL ————————————————————————————————————
Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above:	Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — _ Limited _ General _ Individual _ Attorney in Fact _ Trustee Guardian or Conservator _ Other: Signer Is Representing:
Waterday and a contract and a contra	CERCUS CONTROL

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SCOPE OF WORK

STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (2016-PA032)

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

Public Works Contract Manager will be: Mr. Brian Le of Road Maintenance Division's Maintenance District 4 - Hollydale who may be contacted (562) 869-1176, e-mail address: ble@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:00 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Exhibits H, Area Maps, provides a more detailed outline of street sweeping area's limits.

C. Request of Work from Contractor

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

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2.1 through PW-2.5, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

The Contractor shall sweep and/or clean once a week all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibits H, Area Maps. The word "sweeping" shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than ten (or both gutter brooms are down) feet wide for a total length of 5,280 feet. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass, both brooms down, at a maximum speed of not more than 8 miles per hour on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of single swept path, both brooms down, on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than eight miles per hour.

Water shall be used while sweeping to minimize dust if a power broom sweeper is used. In the event that the results of a sweeping operation are considered unsatisfactory by the Contract Manager, in accordance with this Exhibit's paragraph J, Standard of Performance, below, the Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

Curbed areas that cannot be swept with power sweeping equipment, such as, but not limited to, narrow cul-de-sacs, median noses, and portions of left-turn pockets shall be hand cleaned to comply with this Exhibit's paragraph J, Standard of Performance, below.

The Contractor shall inform the Contract Manager of any problems or conditions, which may be a public hazard or interfere with normal sweeping operations. These problems or conditions shall include, but not be limited to, fallen trees, obstructed roadways or alleys, low overhanging branches, abandoned vehicles, and large potholes. These problems or conditions shall be reported by the Contractor to the Contract Manager as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566.

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

F. Work Schedule

A complete schedule of weekly sweeping shall be submitted to the Contract Manager for approval prior to any work being done under this Contract. The schedule shall include the Curb Miles and Paved Alley Miles of streets, alleys, and medians to be swept daily, as well as the daily starting time.

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. The Contractor shall indicate the daily sweeping route on the maps in an appropriate and

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understandable manner that is acceptable to the Contract Manager. Changes in the schedule for the convenience of the Contractor will require approval by the Contract Manager prior to being included in the weekly work.

The County reserves the right to require the Contractor to sweep specific areas on specified days and at specified times of the day and to change any portions of an existing and established sweeping schedule at any time during the duration of this contract. The following guidelines shall be applicable:

- Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted days and hours. After the contract has been awarded, a list of posted streets shall be provided to the Contractor.
- 2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup (but no more than two days after trash pickup). The Contractor shall be responsible for determining when trash pickups are scheduled. Trash pickup schedules for some County areas may be found in the following website: http://ladpw.org/epd/cleanla/default.html.
- 3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.
- 4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.
- 5. Major highways shall not be swept during peak traffic hours.
- 6. Residential areas, except for streets adjacent to schools, shall not be swept prior to 7 a.m. or after 3:30 p.m.
- 7. Street sweeping shall be scheduled such that both sides of a street are not swept in the same day unless the Contract Manager directs otherwise.

G. Alternate Day Sweeping Schedule

Streets on this contract shall be swept on an "alternate day" sweeping schedule. An alternate day schedule requires the Contractor to sweep the two sides of a street on two separate and consecutive days. For example, a curbed street may have one side swept on Mondays and the other side swept on Tuesdays. If one side of a street is swept on Fridays, the other side shall be swept on Mondays.

After receiving notification that the Contractor has been awarded this contract, the said Contractor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager.

H. Inclement Weather

During inclement weather, the Contract Manager or his designee may cancel the day's scheduled sweeping. In such cases, the Contractor will be contacted and sweeping will immediately be stopped. The Contractor shall be paid for sweeping performed before the call was made to stop sweeping.

I. Holidays

The Contractor shall not sweep during these County observed holidays: Martin Luther King Day, Presidents Day, Cesar Chavez Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas and New Year's Day. There shall not be any makeup sweeping for holidays.

J. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure the free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed (e.g. area was not swept, debris remaining on the gutter, etc.) the Contract Manager may direct the Contractor to resweep the subject areas during the same business day. If the area(s) cannot be reswept during the same business day by the Contractor, the Contract Manager may deduct payment to the Contractor in accordance with this Exhibit's paragraph S, Inspection and Acceptance of the Work.

K. <u>Contractor's Sweepers Mandatory Requirements</u>

For all areas, sweepers on this Contract shall have a tail broom and two gutter brooms. No air sweepers shall be allowed on this Contract. The sweeper's quantity and specification utilized in this service shall be stated on the Statement of Equipment Form (Form PW-20.1).

L. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of the Contractor. The Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System. When storage of refuse and debris is necessary prior to disposal, the Contractor shall locate and arrange for use of a temporary storage site off the road rights of way.

The Contractor will not be allowed to use the rights of way or Public Works facilities as temporary storage sites.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

M. Utilities/Water

The County will not provide utilities. The Contractor shall furnish all water necessary for sweeping operations in accordance with this Exhibit's paragraph E, Work Description.

N. Storage Facilities

The County will not provide storage facilities for the Contractor.

O. Right of Way

The Contractor shall conduct all of its activities and operations within the confines of public roadways. The Contractor shall not allow its employees to use private property for any reason or to use water from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon other lands, the Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this Exhibit and with permission or in violation of this Exhibit, without permission.

P. Authority of Board and Contract Manager

The Board has the final authority in all matters affecting the work. Within the scope of this Contract, the Contract Manager has the authority to enforce compliance with the Plans and Specifications. The Contractor shall promptly comply with instructions from the Contract Manager or an authorized representative.

On all questions relating to quantities; the acceptability of equipment or work; the execution, progress, or sequence of work; and the interpretation of the Specifications or the Plans, the decision of the Contract Manager will be final and binding and shall be precedent to any payment under this Contract unless otherwise ordered by the Board.

Q. <u>Best Management Practices</u>

The Best Management Practices (BMPs) shall be defined as any program, technology, process, sitting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the <u>California Storm Water BMP Handbooks</u>, <u>Volume 3 Construction BMPs Handbook</u> and the <u>County of Los Angeles Department of Public Works BMPs Handbook for Construction Activities</u>. These publications are available from:

County of Los Angeles Department of Public Works Cashier's Office 900 South Fremont Avenue Alhambra, CA 91803 Telephone (626) 458-6959

The Contractor shall have a readily accessible copy of each publication in the service area at all times. As a minimum, the Contractor shall implement the following BMPs in conjunction with all its sweeping activities:

NO.	MATERIAL MANAGEMENT
CD10 (2) CD11 (2) CD12 (2)	Material Delivery and Storage Material Use Spill Prevention and Control
<u>NO.</u>	WASTE MANAGEMENT
CD13 (2) CD14 (2) CD15 (2) CD16 (2)	Solid Waste Management Hazardous Waste Management Contaminated Soil Management Concrete Waste Management
<u>NO.</u>	VEHICLE AND EQUIPMENT MANAGEMENT
CD18(2) CD19(2) CD20(2)	Vehicle and Equipment Cleaning Vehicle and Equipment Fueling Vehicle and Equipment Maintenance

NO. TRAINING

CD40 Employee/Subcontractor Training

NO. PHYSICAL STABILIZATION

CD26A(2) Soil Stabilizer/Dust Control

Additional BMPs may be required as a result of a change in the actual field conditions, the Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

The BMP for the Contractor activities shall be continually implemented throughout the year. The BMP for erosion control and sedimentation shall be implemented during the period from October 15, to April 15, and whenever the National Weather Service predicts rain within 24 hours. The BMP for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or operation which may produce runoff and whenever runoff from other sources may occur.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMPs shall be considered as included in the Total Annual Proposed Price shown in Form PW-2.1 through PW-2.5, Schedule of Prices. Should the Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Execution of this Contract shall constitute agreement by the County and the Contractor that \$1,000 per day is the minimum value of the cost and actual damage caused by the Contractor's failure to fully implement any BMP, that such sum is liquidated damages and shall not be construed as a penalty and that such sums may be deducted from payments due to Contractor if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess the Contractor, as liquidated damages, \$1,000 for each calendar day that Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with these provisions. In addition, the Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney fees, legal costs, and staff costs) imposed or brought by any person or entity on account of the Contractor's alleged lack of compliance with these provisions or nonimplementation of the specified BMPs. The County may deduct, from the payment due to the Contractor, amounts necessary to cover such fines and costs.

R. Execution of Work

To minimize public inconvenience, the Contractor shall diligently execute the work in the manner and at the times specified by the Contract Manager in this Exhibit's paragraph F, Work Schedule, and shall at all times comply with the approved sweeping schedule. If, as determined by the Contract Manager, the Contractor fails to execute the work to the extent that the public may be inconvenienced, the Contractor shall, upon orders from the Contract Manager, immediately resume diligent execution of the work. All cost of executing the work as described herein shall be included in the Contractor's Total Annual Proposed Price shown in Form PW-2.1 through PW-2.5, Schedule of Prices.

Should the Contractor continue or fail to execute the work diligently after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part until such time as the Contract Manager, in his or her sole discretion, determines that the Contractor will resume diligent execution of the work. All expenses and losses incurred by the Contractor as a result of such suspensions shall be borne by the Contractor.

S. <u>Inspection and Acceptance of the Work</u>

The Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph AA, Quality Control. The Contractor shall routinely inspect the work to ensure compliance with the Plans and Specifications, approved schedules, and the Contractor quality standards.

The Contract Manager may inspect the work to assure that the quality of street sweeping services is in compliance with Terms and Conditions of this Contract. The Contract Manager may inspect by sampling the quality of the work at up to 20 random locations immediately after they are scheduled to be swept.

A "location" is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A 5 percent deduction of payment for that day's sweeping mileage shall be assessed for each and every location that is not swept in accordance with these Specifications and Plans. Photos and documentation for all deficient locations will be provided to the Contractor on the working day following the inspection for all deficient locations.

The Contract Manager will use the following general guidelines to determine if the street was swept properly:

- 1. No debris shall be in or on the street or gutter within 8 feet of the curb face. Debris includes, but is not limited to, trash, grass, leaves, soil, bottles, broken glass, rocks, and other refuse.
- 2. A trail of debris shall not be left along the street or gutter.
- 3. An inordinate amount of debris, which would indicate that the location had not been swept properly.

T. <u>Suspension of Work</u>

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the interest of the County. The Contractor shall comply immediately with any written order of the Contract Manager suspending work. Such suspension shall be without liability to the Contractor on the part of the County except as otherwise specified in this Exhibit's paragraph CC, Additional Sweeping.

U. <u>Noncompliance with Plans and Specifications</u>

Failure of the Contractor to comply with any requirement of these Specifications and Plans, and to immediately remedy any such noncompliance upon notice from the Contract Manager, may result in suspension of this Contract's monthly payments. Any monthly payments so suspended shall remain in suspension until the Contractor's operations are brought into compliance to the satisfaction of the Contract Manager. No additional compensation will be allowed as a result of suspension of the monthly payments due to noncompliance with these Specifications and Plans.

V. Contractor's Equipment Compliance with Laws and Regulations

- The Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, the Contractor's equipment shall, at all times, be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.
- The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Contract Manager or a designee may inspect Contractor's vehicles employed in the Contract work at any time without notice.

- 3. In the event of mechanical breakdown of an alternate-fuel street sweeper; and only if no other alternate-fuel street sweeper is available, the Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. The Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.
- 4. The Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the sweeping of curbed highways and streets, the Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph J, Standard of Performance.
- 5. The Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. The Contractor shall provide backup sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an area requires re-sweeping, or to provide any additional resweeping directed by the Contract Manager. All equipment shall be clearly marked with Contractor's name and vehicle number. The Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.
- 6. The sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. The Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

W. Global Positioning System

- 1. Primary and backup sweepers shall be equipped with a Global Positioning System (GPS) capable of reporting real time data.
- 2. The GPS shall be Internet based (direct internet connection) or require additional software to access the GPS provider's data. If Internet based, the Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, the Contractor shall provide software for installation on two Public Works computers.

- 3. The accounts shall be set up so that only Public Works and the Contractor can view Public Works data.
- 4. The Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. There is no separate bid item for the GPS.
- 5. The GPS shall be capable of gathering the following real time data: speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water sprayer on/off.
- 6. The GPS shall be capable of tracking a sweeper's path with lines or dots superimposed on a map.
- 7. The minimum locate schedule (frequency of occurrence that GPS data is received from the sweeper) shall be every one minute when brooms are down.
- 8. The minimum locate schedule shall be every 15 minutes when brooms are up.
- 9. The GPS shall generate an e-mail alert when the following events occur:
 - a. Sweeper exceeds 8 miles per hour and brooms are down.
 - b. One hour or more of nonmovement during weekdays, 6 a.m. to 4 p.m.
- 10. The GPS shall be capable of generating daily reports of sweeper activity that includes the following information: date, time, address, speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water on/off.
- Authorized Public Works employees can generate and print reports at any time.
- 12. All reports shall have the capability to be downloaded in other formats such as Microsoft Excel or Word.
- 13. Data shall be available for immediate downloading for a minimum of three months. After three months, data shall be backed up and be made available at Public Works request.

X. Reports

In addition to other data filed with the County by the Contractor, the Contractor shall, on the second working day of each week, file a report with the Contract Manager enumerating the following information for the previous week:

- 1. Curb Miles and Paved Alley Miles swept each day.
- Scheduled Curb Miles and Paved Alley Miles swept and areas missed.
- When missed areas were swept.
- Number of complaints received each day.
- 5. Reasons scheduled sweeping was not performed or completed as scheduled.
- 6. Waste tonnage summary and copies of waste disposal receipts.

Y. Measurement

The basis of measurement and payment shall be by the Curb Mile for curbed streets and the Paved Alley Mile for paved alleys. On streets and highways, Curb Miles shall be measured toward the center of the rights of way from and parallel to the curb face. Measurement of medians will be continual and no deduction will be made for left-turn pockets or intersecting streets.

Additional sweeping of streets, as defined in this Exhibit's paragraph CC, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of the width of street in feet divided by 10 (both gutter brooms down) to determine the Curb Miles per mile of length.

Z. <u>Contractor's Representative</u>

Before starting the work, the Contractor shall designate, in writing, a County-approved representative who shall have complete authority to act for it. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of the Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Contract Manager to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

In order to communicate with the County, the Contractor's representative, superintendent, or person having charge of specific work shall be able to speak, read, and write the English language.

AA. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Plans, Specifications, and approved schedule of services.

The Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that the Contractor's Quality Control representatives be separate and distinct from the Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, the Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of the Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, resolving quality control issues; and checklists or other documentation in support of the Contractor's Quality Control function.

BB. Plans and Specifications

Included as part of this Contract is Exhibits H, Area Maps, showing the locations of streets and alleys included in this service area.

The Plans, these Specifications, and other contract documents shall govern the work. These Contract documents are intended to be complementary and cooperative and to describe and provide for a complete service. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

While it is believed that much of the information pertaining to conditions, which may affect the cost of the work, will be shown on the Plans or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. The Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site. The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Contract Manager.

CC. Additional Sweeping

The Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the

Contract Manager. The Contractor will be compensated for each additional sweeping at the Unit Price per Curb Mile or Paved Alley Mile, indicated in Form PW-2.1 through 2.5, Schedule of Prices, as appropriate.

The need for additional sweeping may be because of storm, fire, flood, parade, public gathering, riot, or other natural or unanticipated occurrence affecting the cleanliness of the streets. The additional sweeping may be in lieu of or in addition to the regularly scheduled sweeping as ordered by the Contract Manager.

Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the Contract's Unit Price per Curb Mile as defined in this Exhibit's paragraph Y, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in this Exhibit's paragraph J, Standard of Performance.

Compensation for extra sweeping will be for a minimum of 16 Curb Miles with no allowance for travel time under one of the following circumstances: a) the sweeper shall return to the area after having left when regular sweeping was completed; b) the extra sweeping is on a day when no regular sweeping is scheduled; or c) an additional sweeper must be brought to the area.

Notwithstanding the above, the County has the option on additional sweeps to compensate the Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a non-routine manner. In these cases, the hourly rate paid by the County to the Contractor shall be equal to four times the Contract's Unit Price per Curb Mile, as indicated in Form PW-2.1 through PW-2.5, Schedule of Prices. Minimum payment will be equivalent to payment for 16 Curb Miles.

DD. Changes Resulting from Schedule Disruption

During this Contract period, the Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians, in accordance with a schedule to be approved by the Contract Manager. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule.

Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph H, Standard of Performance, and shall be performed by the Contractor at the Contract's Unit Price per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's paragraph CC, Additional Sweeping. When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said sweeping area is not swept in observance of said holiday, the subject sweeping area shall, when ordered by the Contract Manager, be swept within two working days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph J, Standard of Performance, and shall be performed by the Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

In the event the Contractor is prevented from completing the sweeping as provided in the approved schedule because of reasons other than inclement weather or holidays, the Contractor shall be required to complete the deferred sweeping services within two calendar days without interruption in the regular sweeping schedule.

EE. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Area Maps (Exhibits H). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to the Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

Streets and alleys initially included in the schedule that are vacated by order of the Board will be deleted from the weekly schedule and the affected Curb Mileage deducted from this Contract's quantities.

Additions and/or deletions of Curb Mileage may affect the approved schedule and appropriate adjustments will be allowed subject to approval by the Contract Manager.

FF. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a City, the Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's Unit Price per Curb Mile until the termination date of this Contract or as directed by the County. The County may direct the Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior to the expiration date of this Contract. The Curb Mileage of the streets and alleys within the incorporated area that are deleted from the Contractor's weekly sweeping schedule will be deducted from the Contract quantities. The County may, at the request of the Contractor, review this Contract if the incorporation severely affects the Contractor's weekly sweeping schedule.

GG. Changed Conditions

The Contractor shall notify the Contract Manager in writing of any changed conditions promptly upon their discovery. The Contract Manager will promptly investigate conditions which appear to be changed conditions. If the Contract Manager determines that the conditions are changed conditions and they will materially increase or decrease the costs of any portion of the work, a Change Order will be issued adjusting the compensation for such portion of the work. The compensation will be based on the appropriate Unit Price reflected in Form PW-2.1 through PW-2.5, Schedule of Prices.

If the Contract Manager determines that the conditions of which it has been notified by the Contractor do not justify an adjustment in compensation, the Contractor will be notified in writing.

HH. Communications and Public Relations

The Contractor shall provide a telephone answering service, toll free to residents of the area to be swept under this Contract and the County Road Maintenance Division District office responsible for the area, from 7:30 a.m. to 4:30 p.m., Monday through Friday, except on legal holidays. The answering service shall have the capability of contacting sweepers by radio, cellular phones, or paging equipment for the purpose of relaying instructions from the Contract Manager and to receive citizen complaints.

The telephone number shall be listed in the telephone directory for the area and shall be listed by Contractor's commonly known name. All public complaints concerning street sweeping shall be investigated by the Contractor. Complaints brought to the Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to the Contractor's attention after 3 p.m. shall be investigated before noon of the following day.

A complaint form shall be filled out for each complaint referred to or received by the Contractor. The form, which must be approved by the Contract Manager, shall be filed with the County on the first working day following the day the complaint was received. The Contractor shall report what actions were necessary to resolve each complaint.

II. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable California Occupational Safety and Health (Cal/OSHA) and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

JJ. Project Site Safety

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

KK. Project Safety Official

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

LL. Automated Parking Enforcement System (Photo Enforcement System)

The County may desire to have the ability to issue automated enforcement citations for parking violations during the designated hours of operation for a street-sweeping parking lane as may be provided in Section 40245 et seg. of the When requested by the Contract Manager, the California Vehicle Code. Contractor shall permit the placement of a digital camera system by a County approved vendor in order for the private vendor to capture information from vehicles that are parked during the designated street sweeping parking enforcement hours within the parking lane. The Contractor shall be prohibited from utilizing any images collected from this automated enforcement digital camera system (Photo Enforcement System), including license plate numbers, for any purpose other than establishing appropriate context to support the parking violation. The Contractor shall maintain individual privacy, and shall take all steps in ensuring confidential data is handled in accordance with the Vehicle Code and any established guidelines of the County approved private vendor. The County will reimburse the Contractor for costs directly associated with the implementation and continuous compliance with the Photo Enforcement System, upon presentation of the invoice submitted to the Contractor by the County approved private vendor.

MM. <u>Liquidated Damages</u>

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated

damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

- The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract:
 - b. The parties are both experienced in the performance of the Contract work:
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

- 3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
- 4. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary, to evaluate Contractor's performance.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

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

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

B. <u>Definitions</u>

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

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

Bid or Bid Submission. The response to an Invitation for Bids.

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

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

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

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

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

<u>Day</u>. Calendar day(s) unless otherwise specified.

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

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

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

<u>Employee Leasing</u>. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

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

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

<u>Proposal</u>. The written materials that a Proposer submits in response to this Request for Statement of Qualifications (Request for Statement of Qualifications).

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

<u>Public Works</u>. County of Los Angeles Department of Public Works.

<u>Qualified Contractor</u>. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for services contracts solicited by the County.

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

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

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

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

C. <u>Headings</u>

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

- 1. For any change which affects the Scope of Work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
- 2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
- 3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
- 4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

- 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 this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

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

- In the performance of this Contract, Contractor shall 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.
- 2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations,

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

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

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

H. <u>Confidentiality</u>

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

expense, except that in the event Contractor fails to provide County with a full and adequate defense as determined by County in its sole judgment,

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

 Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. <u>Conflict of Interest</u>

- No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. <u>Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List</u>

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

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

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The

"Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under

California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

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

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

O. Contractor Performance Evaluation/Corrective Action Measures

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

P. Damage to County Facilities, Buildings, or Grounds

- Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
- 2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the

occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. <u>Employment Eligibility Verification</u>

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

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages,

overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. <u>Most Favored Public Entity</u>

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

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

County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

Chief, Administrative Services Division County of Los Angeles Department of Public Works P.O. Box 1460 Alhambra, CA 91802-1460

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

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.

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

EE. Public Records Act

- 1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents. books. and accounting records pursuant to Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seg. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other

proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
- 3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County)

Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the

County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall

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comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

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

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

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without

the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

- 1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
- Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
- 4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

- 5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
- Contractor shall be solely liable and responsible for all payments or other 6. compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
- 7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County

from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.

Employee Leasing is prohibited. 8.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law - B.20 -

(Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

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

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

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

OO. Compliance with County's Zero Tolerance Human Trafficking

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's

staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

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

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

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. <u>Termination/Suspension for Default</u>

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

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

D. <u>Termination/Suspension for Improper Consideration</u>

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

E. <u>Termination/Suspension for Insolvency</u>

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

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

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

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. <u>Gratuitous Work</u>

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. <u>Public Convenience</u>

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Materials and Equipment

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

R. <u>Transportation</u>

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special

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

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

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

number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.

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

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFSQ Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
- 3. Additional Insured Status and Scope of Coverage The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to

the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 4. <u>Cancellation of or Changes in Insurance</u>: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 5. <u>Failure to Maintain Insurance:</u> Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- 6. <u>Insurer Financial Ratings:</u> Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- 7. <u>Contractor's Insurance Shall Be Primary:</u> Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- 8. <u>Waivers of Subrogation</u>: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

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

15. <u>County Review and Approval of Insurance Requirements:</u> The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

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

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

F. <u>Insurance Coverage Requirements</u>

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

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

- 2. <u>Automobile Liability</u> insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

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

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. <u>Jury Service Program</u>

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

B. Written Employee Jury Service Policy

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

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

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

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. <u>Notice to Employees Regarding the Safely Surrendered Baby Law</u>

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

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

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

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

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

- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
- Termination/Suspension: Contractor's failure to submit an accurate, C. complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate; such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - Withholding Payment: If Contractor fails to pay one or more of its a. Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most - B.45 -Street Sweeping RFSQ

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

- c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

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.

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

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

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

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

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

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; AND
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

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

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

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

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

Notice 1015

(Rev. December 2015)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/orderforms to order it.

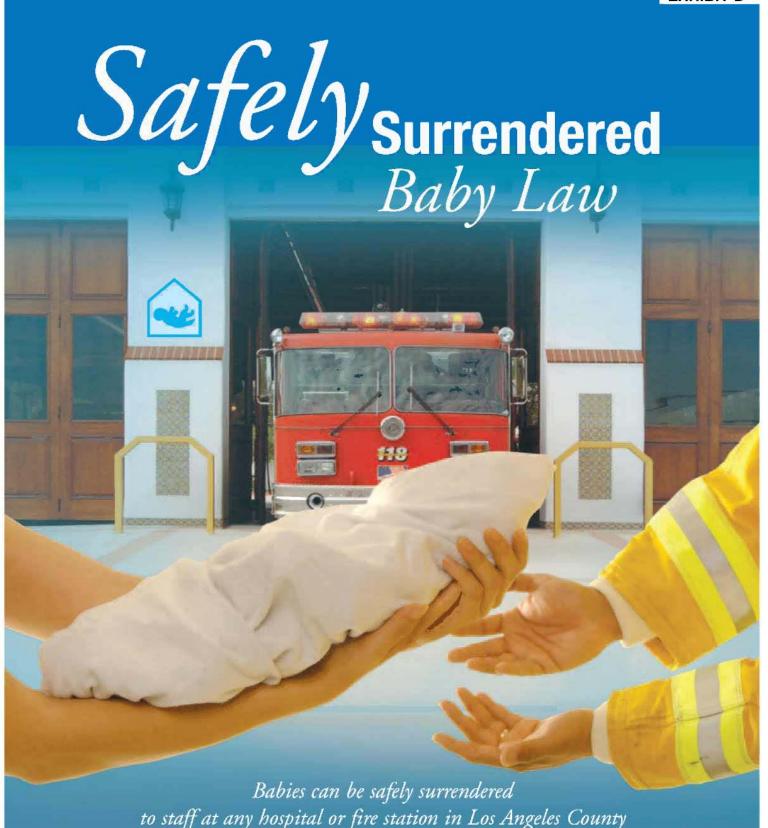
How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015) Cat. No. 20599I



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered
Baby Law allows parents or
other persons, with lawful
custody, which means anyone
to whom the parent has given
permission to confidentially
surrender a baby. As long as
the baby is three days (72
hours) of age or younger and
has not been abused or
neglected, the baby may be
surrendered without fear of
arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In ease the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723 www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin

Peligro de California permite la

entrega confidencial de un recién
nacido por parte de sus padres u

otras personas con custodia legal,
es decir cualquier persona a quien
los padres le hayan dado permiso.

Siempre que el bebé tenga tres
días (72 horas) de vida o menos, y
no haya sufrido abuso ni
negligencia, pueden entregar al
recién nacido sin temor de ser
arrestados o procesados.

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and Contract language.

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

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

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
B. REPORTS/DOCUMENTATIONS				
Daily/Weekly/Monthly/ Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	
Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract. Employees who do not pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	□Yes □No □N/A	
Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	□Yes □No □N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	□Yes □No □N/A	
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence.	□Yes □No □N/A	
5. Training program	Document training of each employee.	\$250 per untrained employee.	□Yes □No	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
			□N/A	
Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	□Yes □No □N/A	
D. SUPERVISOR/MANAGERS				
Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	□Yes □No □N/A	
Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	□Yes □No □N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	□Yes □No □N/A	
Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	□Yes □No □N/A	
Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	□Yes □No □N/A	
7. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$100 per day for use of non English-speaking supervisor; possible suspension.	□Yes □No □N/A	
E. CONTRACT ADMINSTRATION				
Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	□Yes □No □N/A	
3. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
4. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	□Yes □No □N/A	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	□Yes □No □N/A	

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

Sample Fuel Adjustment Calculation

Following sample data is required to calculate fuel adjustment:

Unit Rate from PW-2, Schedule of Prices: \$15.00

Percentage of Unit Rate Attributable to Fuel Costs: 5% (from Agreement)

Proposal due date: November 2007

One year after Contract start date: July 2009

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - November 2007¹ 173.7 cents per Gallon Diesel (On-Highway) – June 2009² 218.7 cents per Gallon

Percent Change = [(June 2009 Price/Gallon – November 2007 Price/Gallon) /

(November 2007 Price/Gallon] x (100) [(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):

- = (5% of Unit rate x Percent Change in Diesel Price)
- $= (5\% \times $15.00 \times 25.9\%)$
- = \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

Fuel Adjustment (FA) Component for Propane price:

Propane (Commercial/Institutional) - November 2007¹

173.7 cents per Gallon
Propane (Commercial/Institutional) - April 2009²

218.7 cents per Gallon
Propane (Commercial/Institutional) - April 2009 Price (College November 2007 Price (College Nov

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) /

(November 2007 Price/Gallon] x (100) [(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Propane price: 25.9% increase

Adjusted Unit Rate (FA Component):

- = (5% of Unit rate x Percent Change in Propane Price)
- $= (5\% \times $15.00 \times 25.9\%)$
- = \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

Fuel Adjustment (FA) Component for CNG price:

Propane (West Coast) - November 2007¹

173.7 cents per Gallon

Propane (West Coast) - April 2009²

218.7 cents per Gallon

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) /

(November 2007 Price/Gallon] x (100)

 $[(218.7 - 173.7) / 173.7] \times (100) = 25.9\%$

Percent Change in CNG price: 25.9% increase

Adjusted Unit Rate (FA Component):

- = (5% of Unit rate x Percent Change in CNG Price)
- $= (5\% \times $15.00 \times 25.9\%)$
- = \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

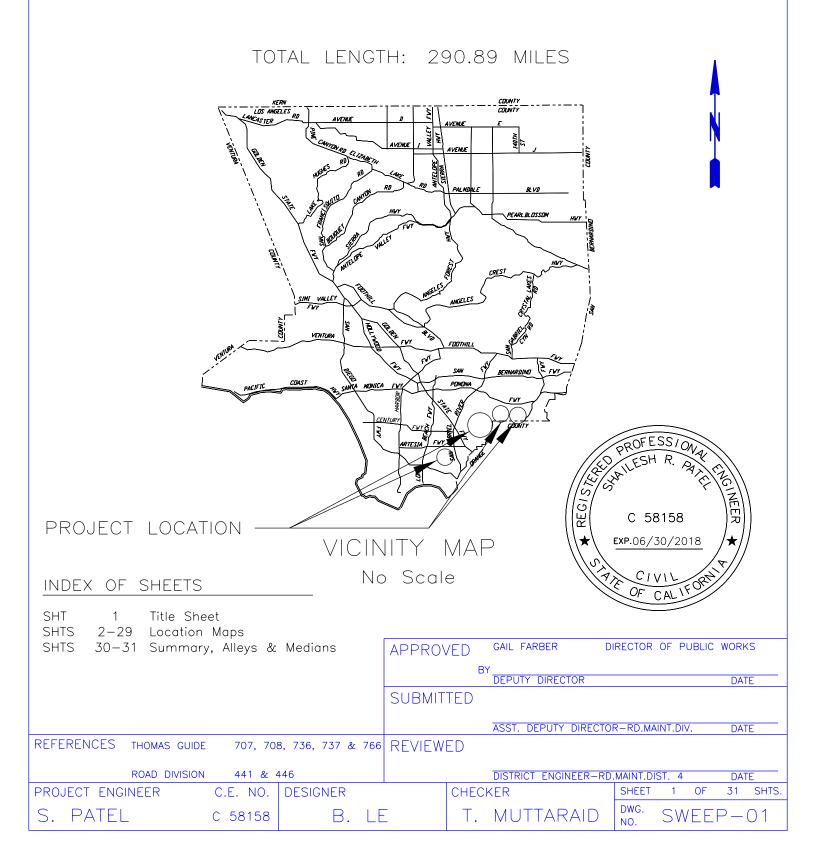
- 1. The month of the proposal due date.
- 2. Most recently published fuel price for the requesting month (one year from the contract start date).

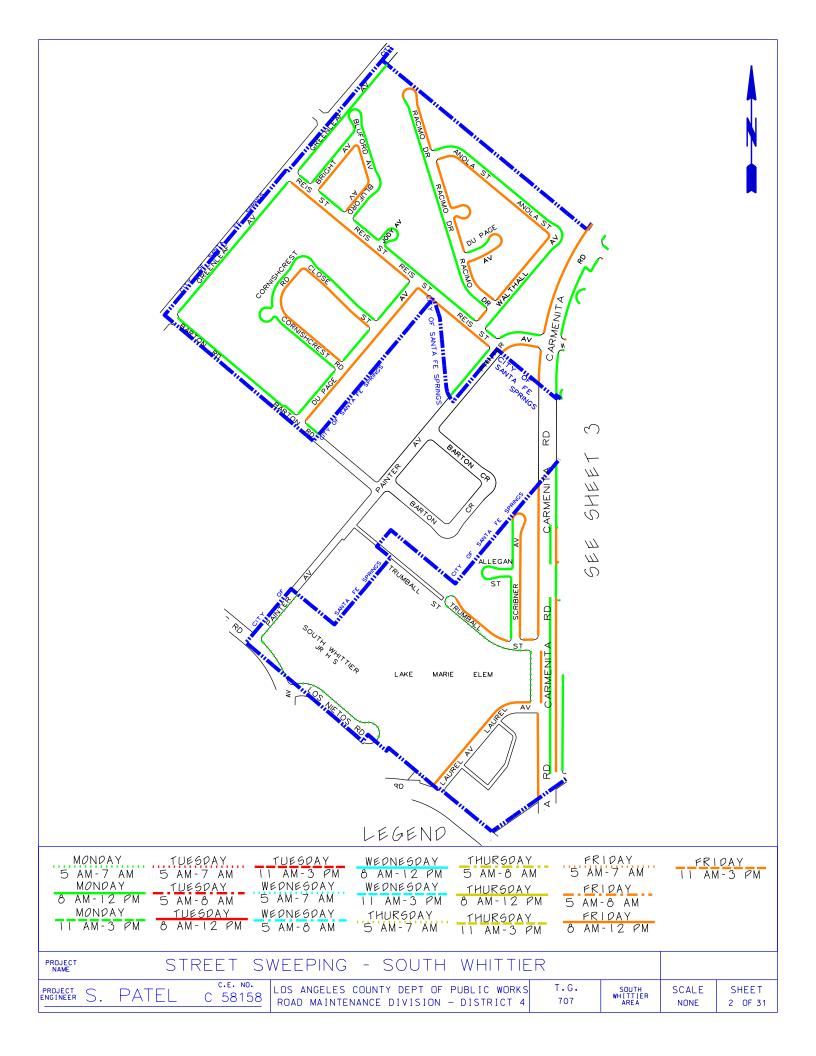
EXHIBIT H

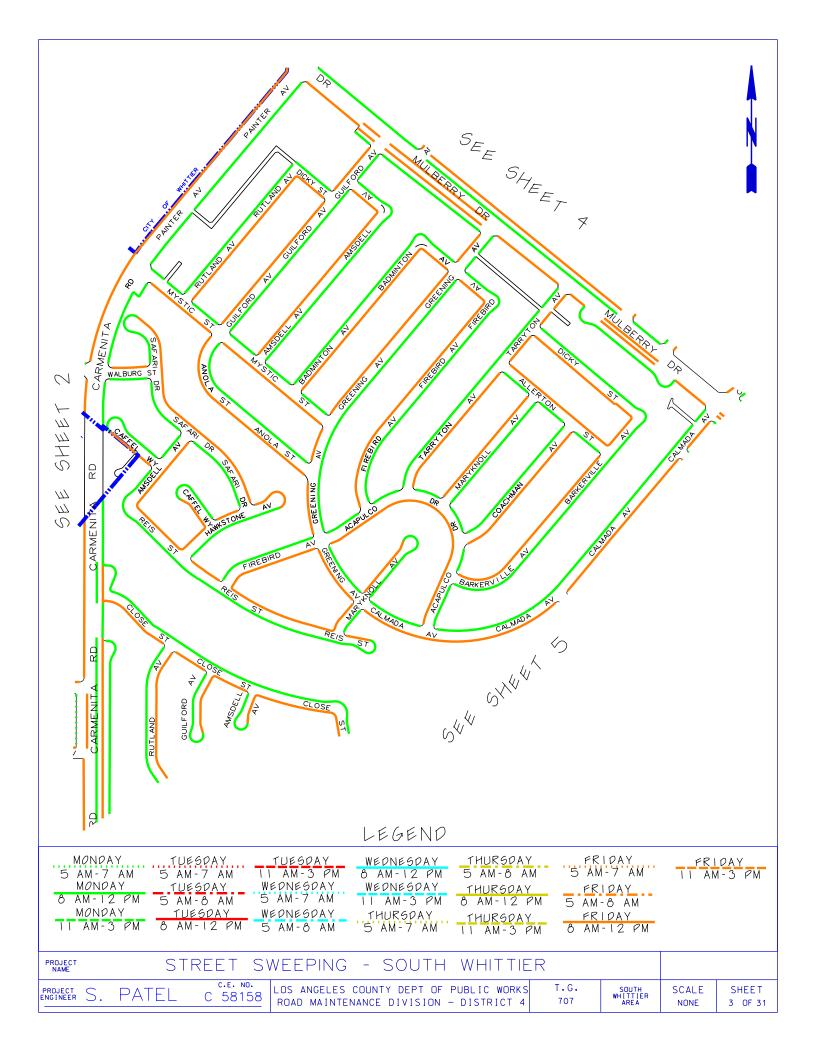
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

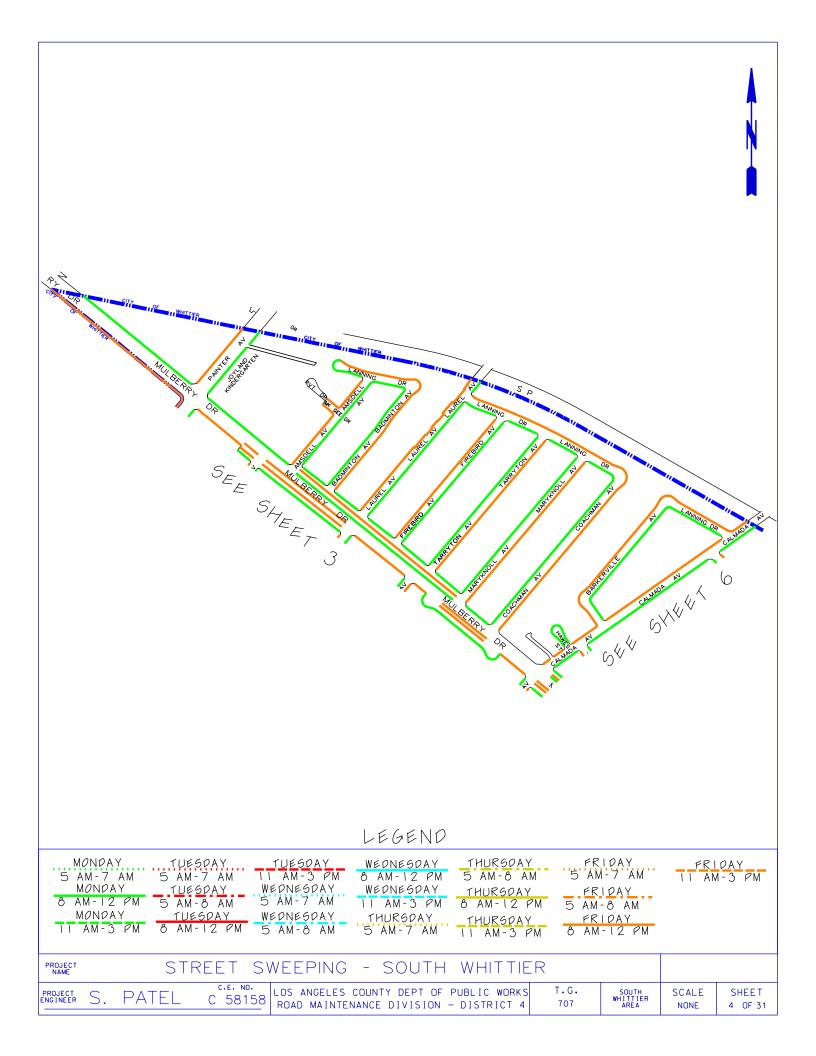
PRIME CONTRACTOR LICENSE REQUIRED: NONE

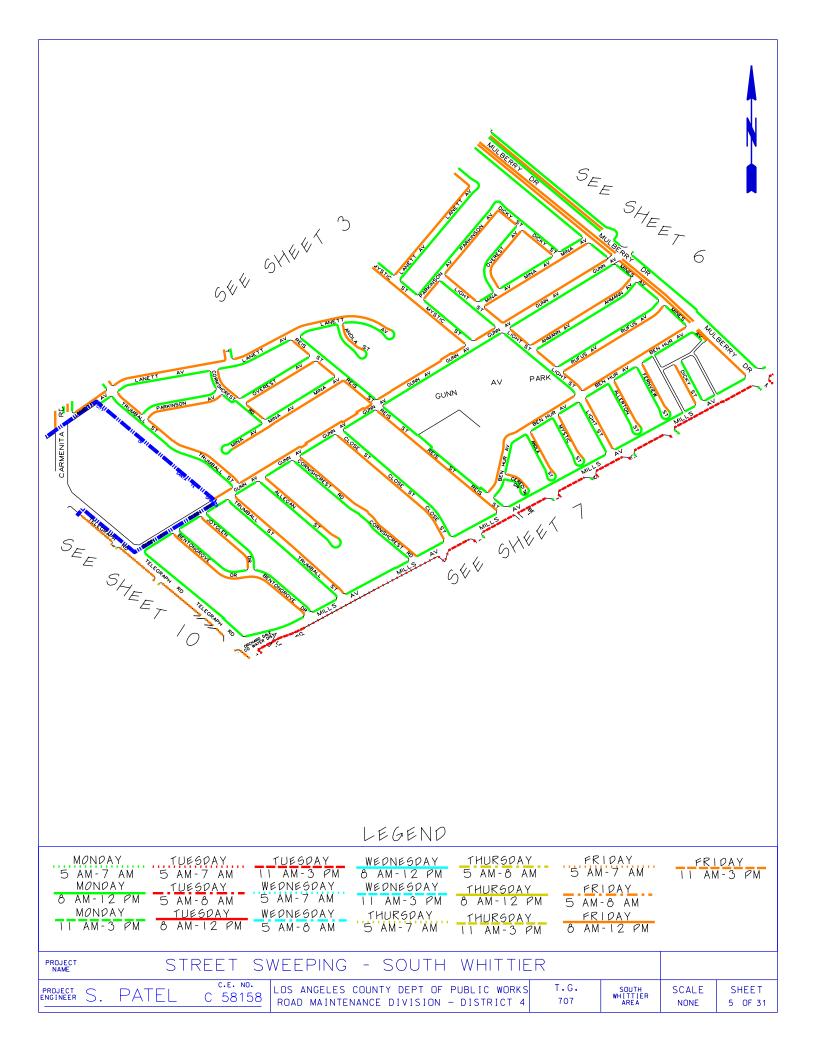
STREET SWEEPING — SOUTH WHITTIER

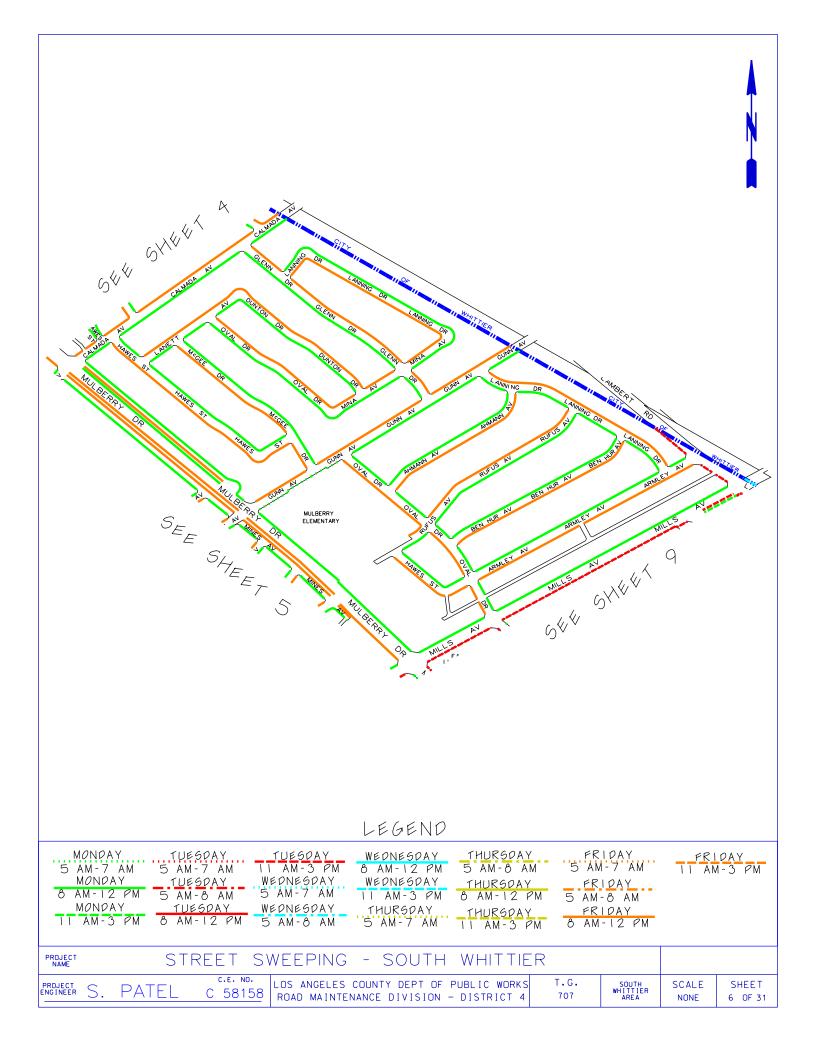


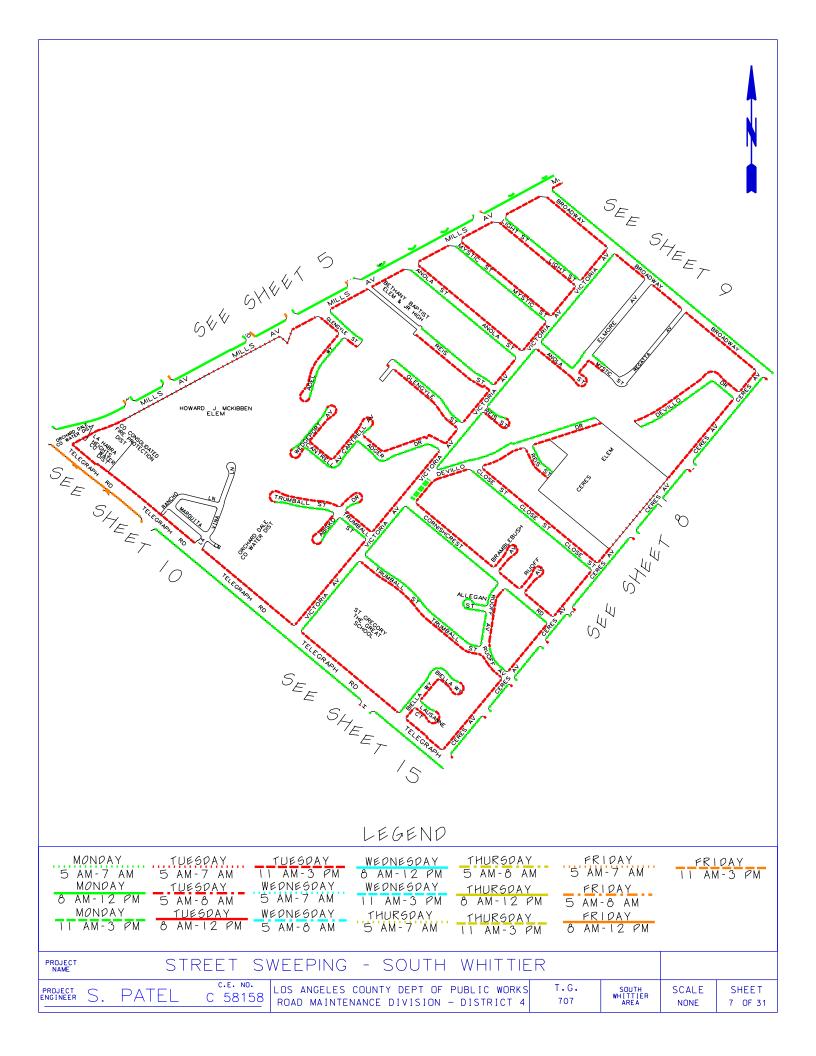


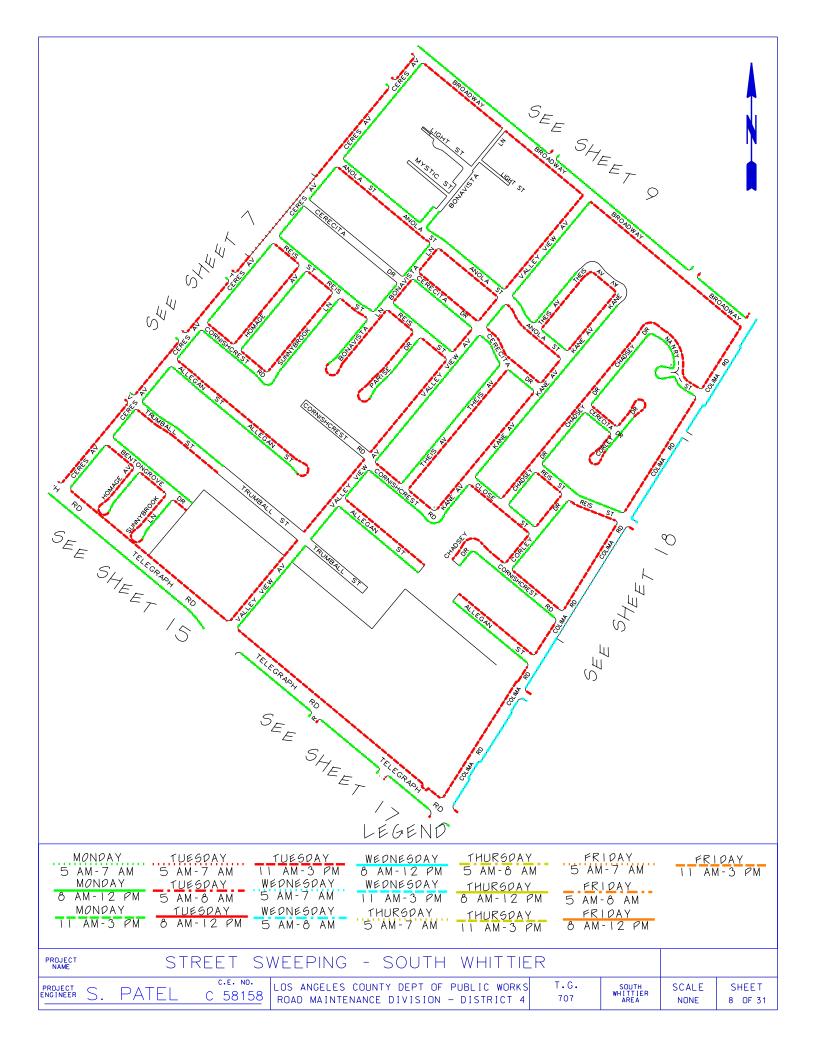


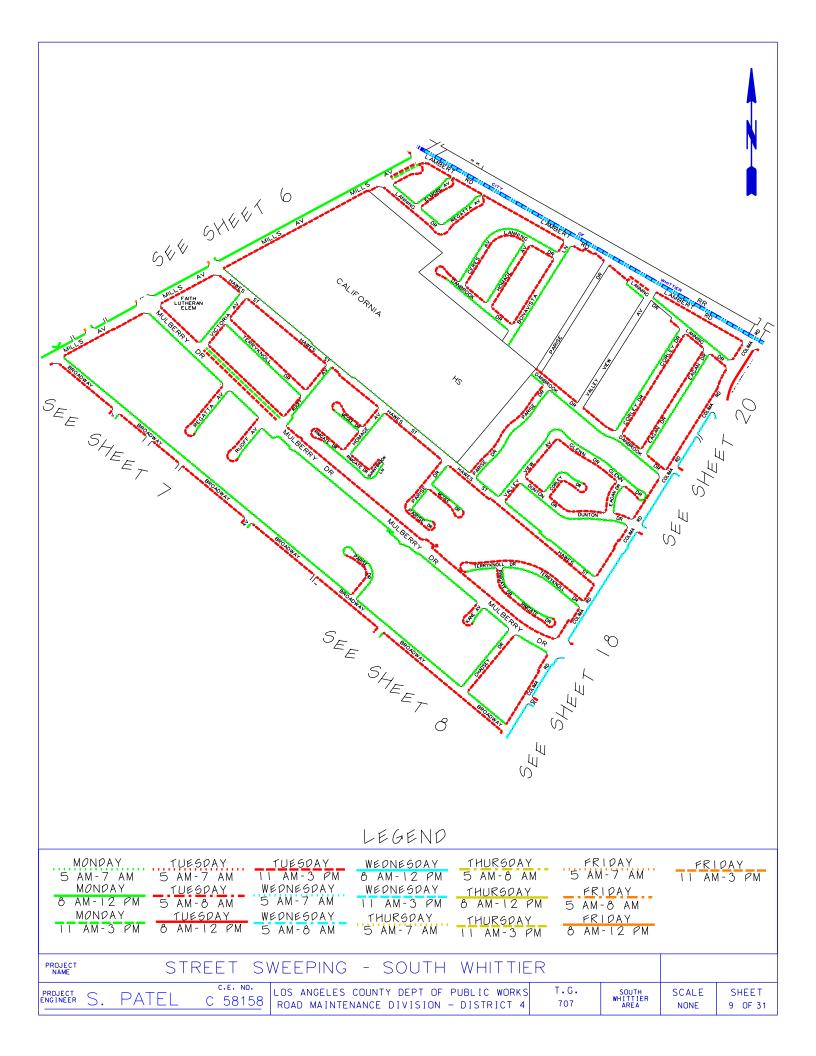


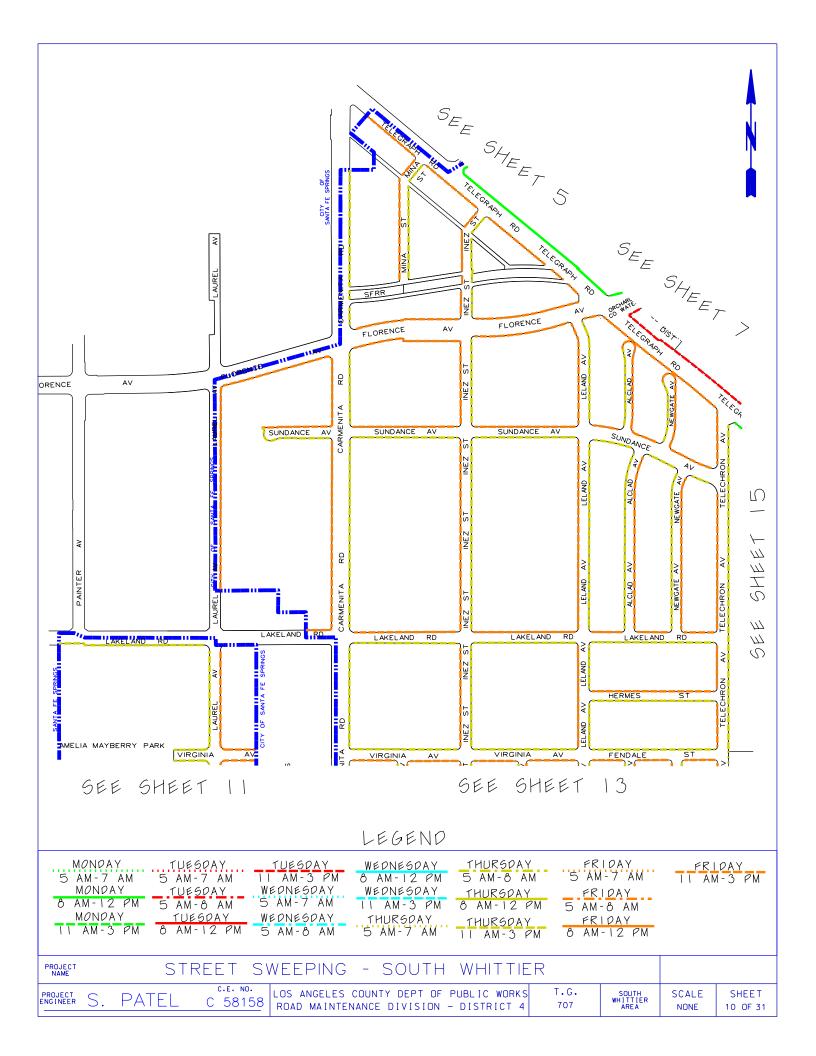


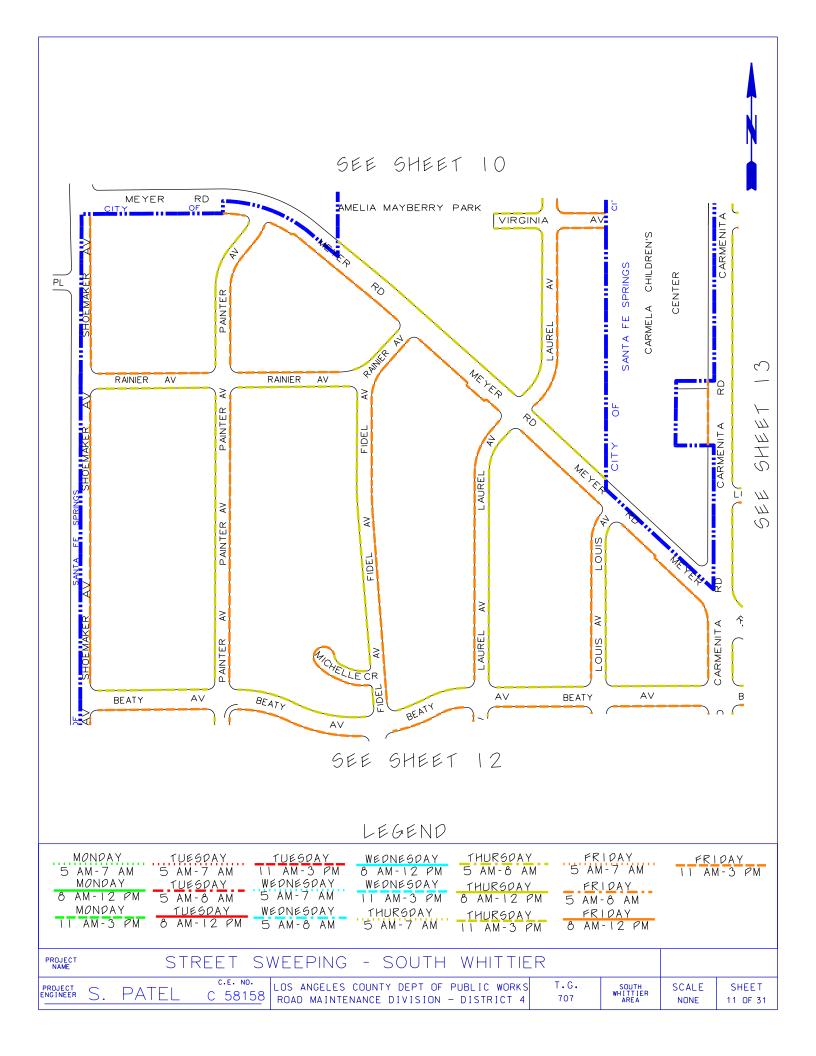


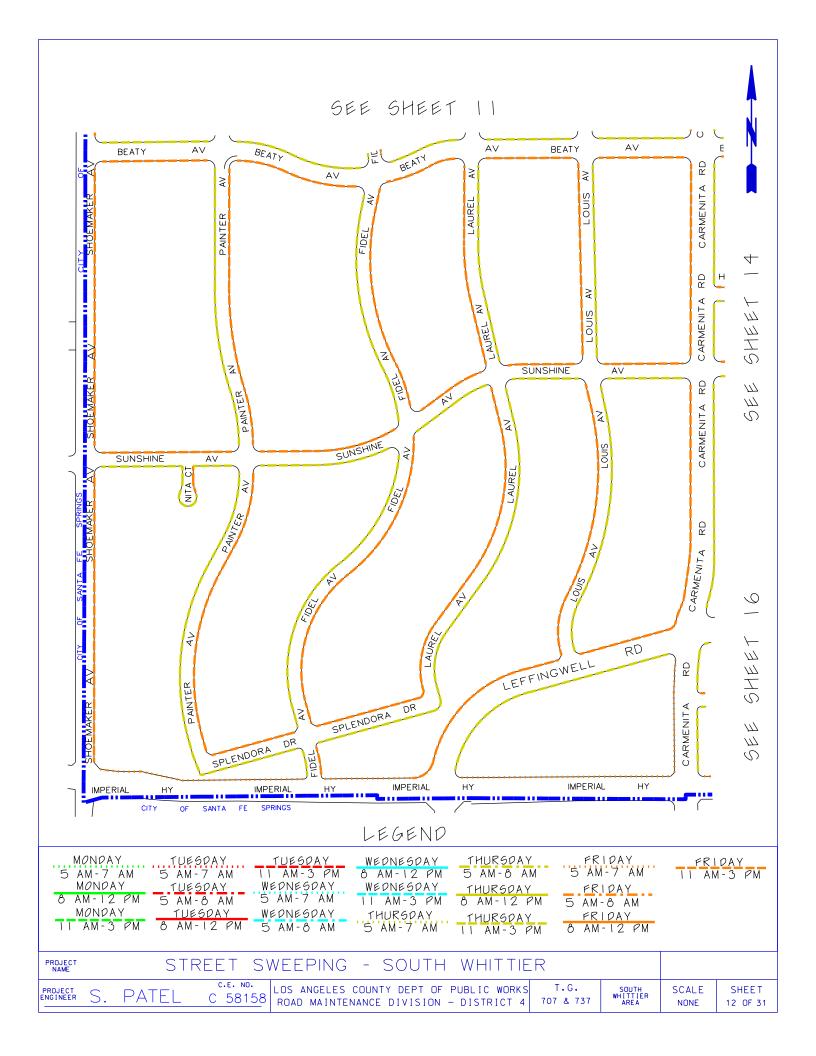


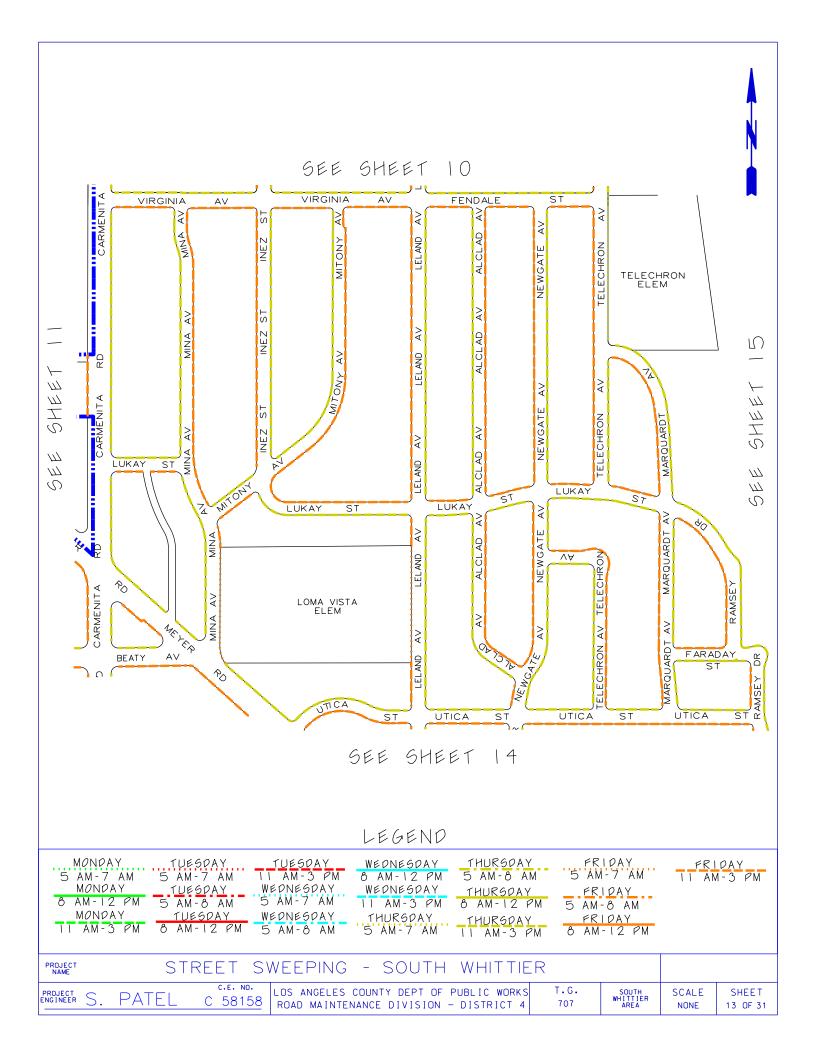


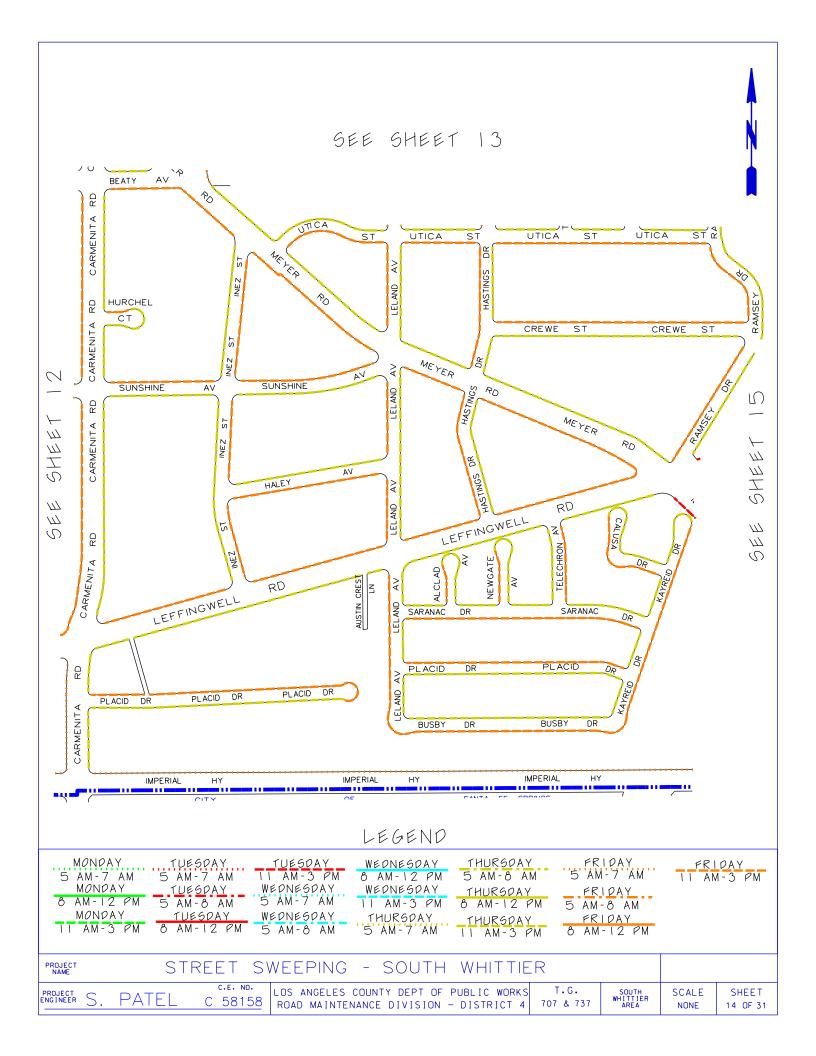


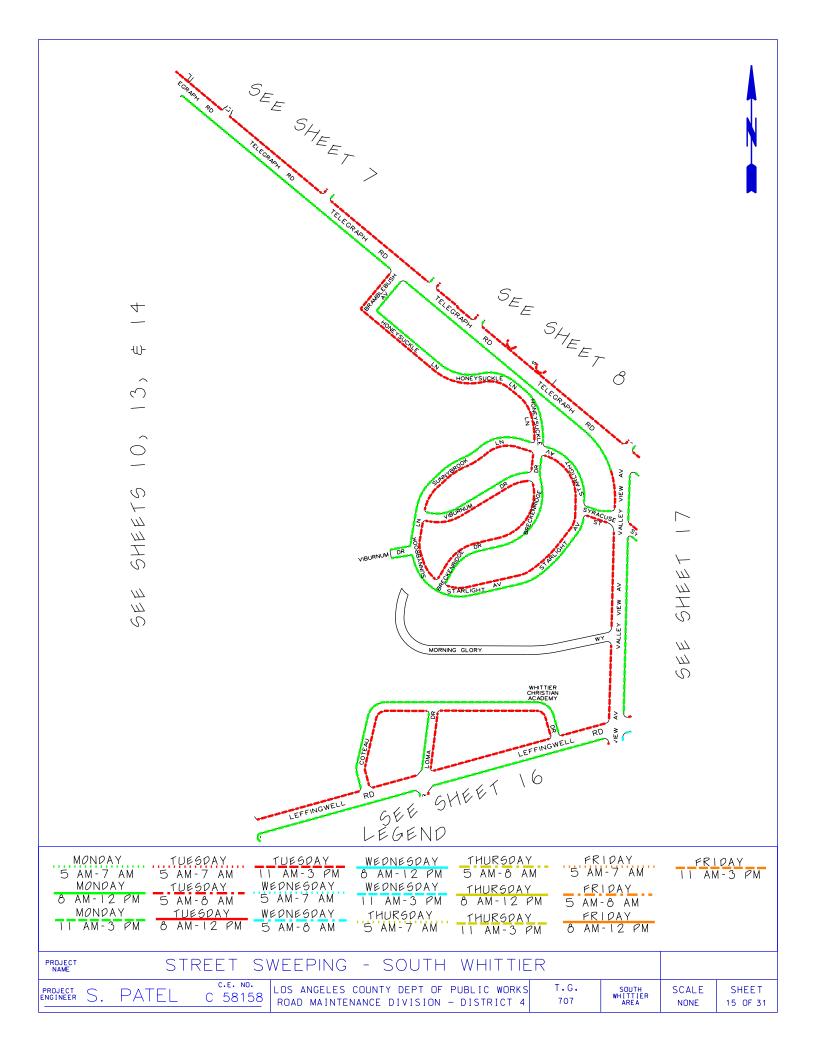


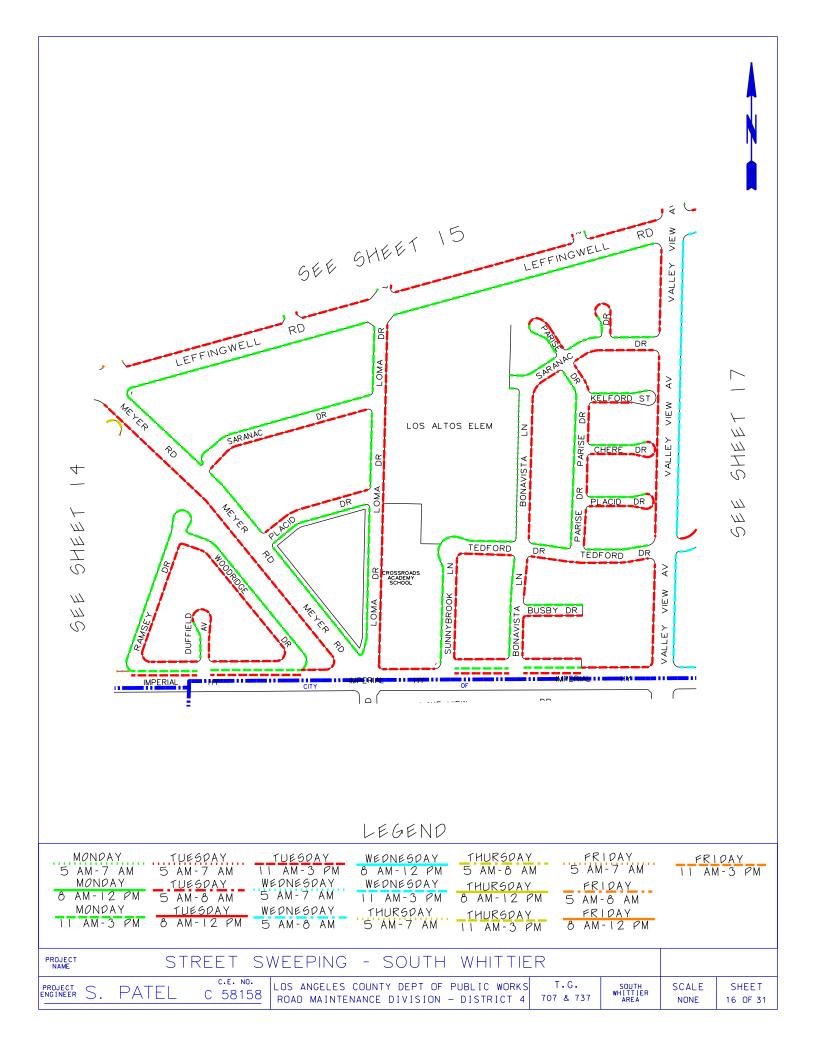


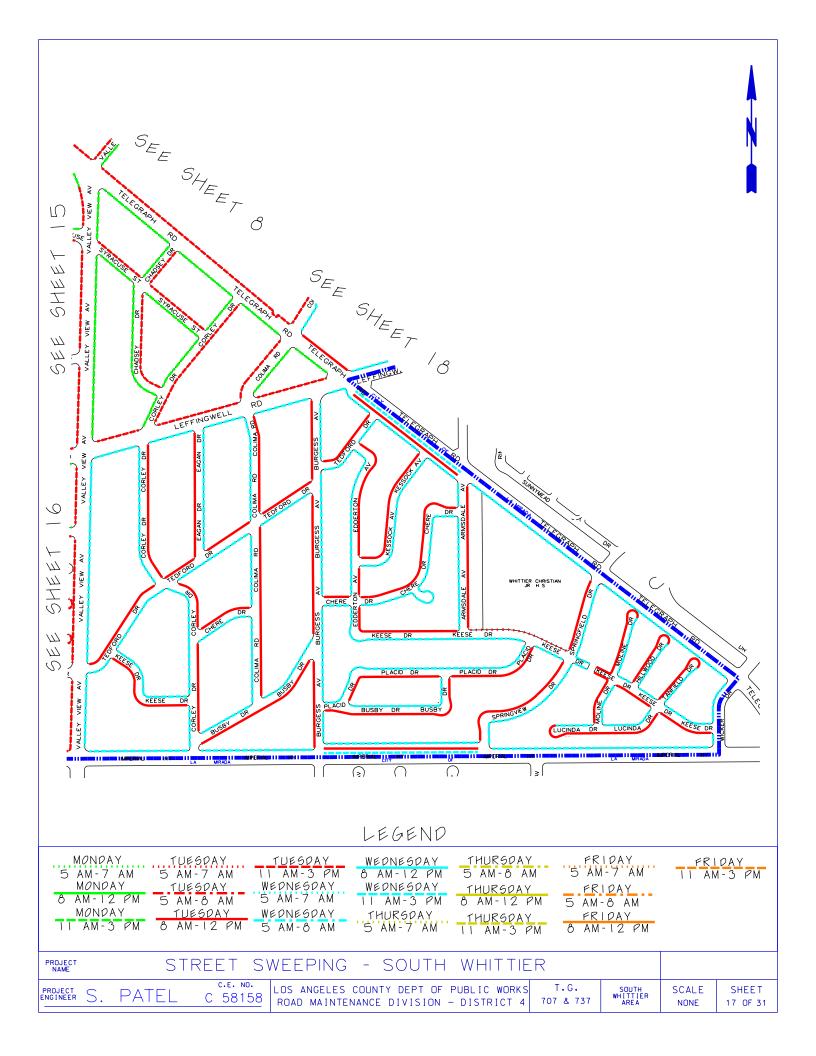


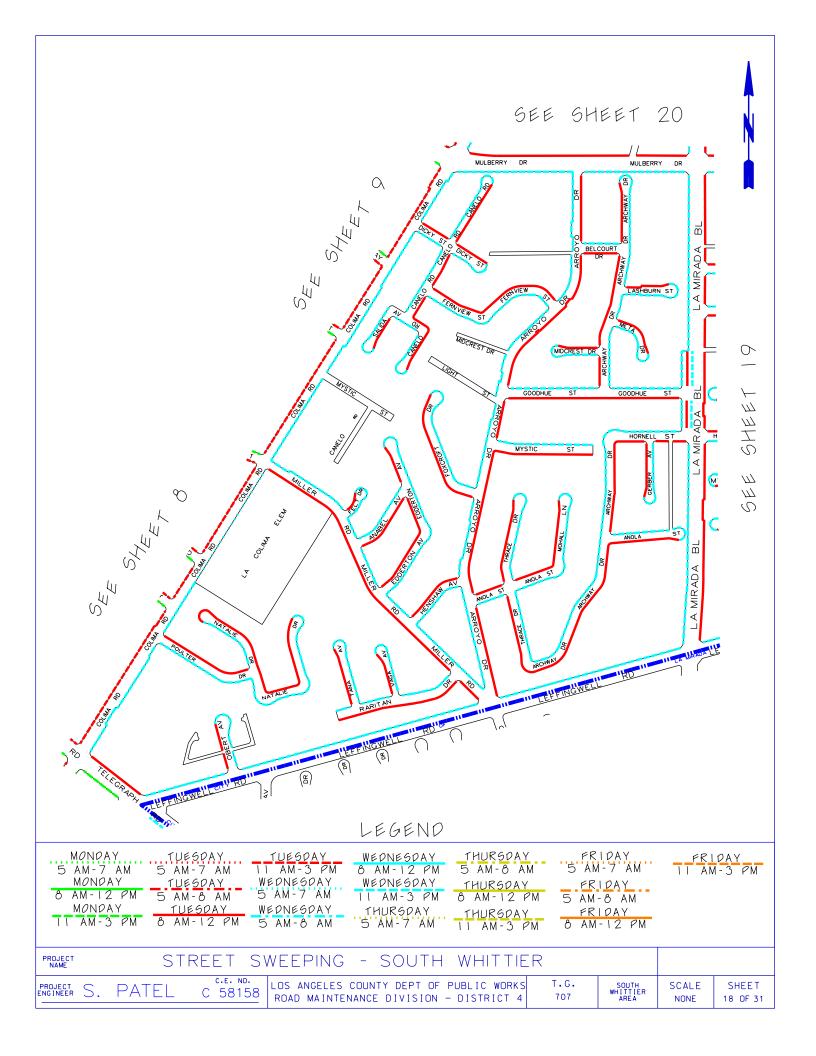


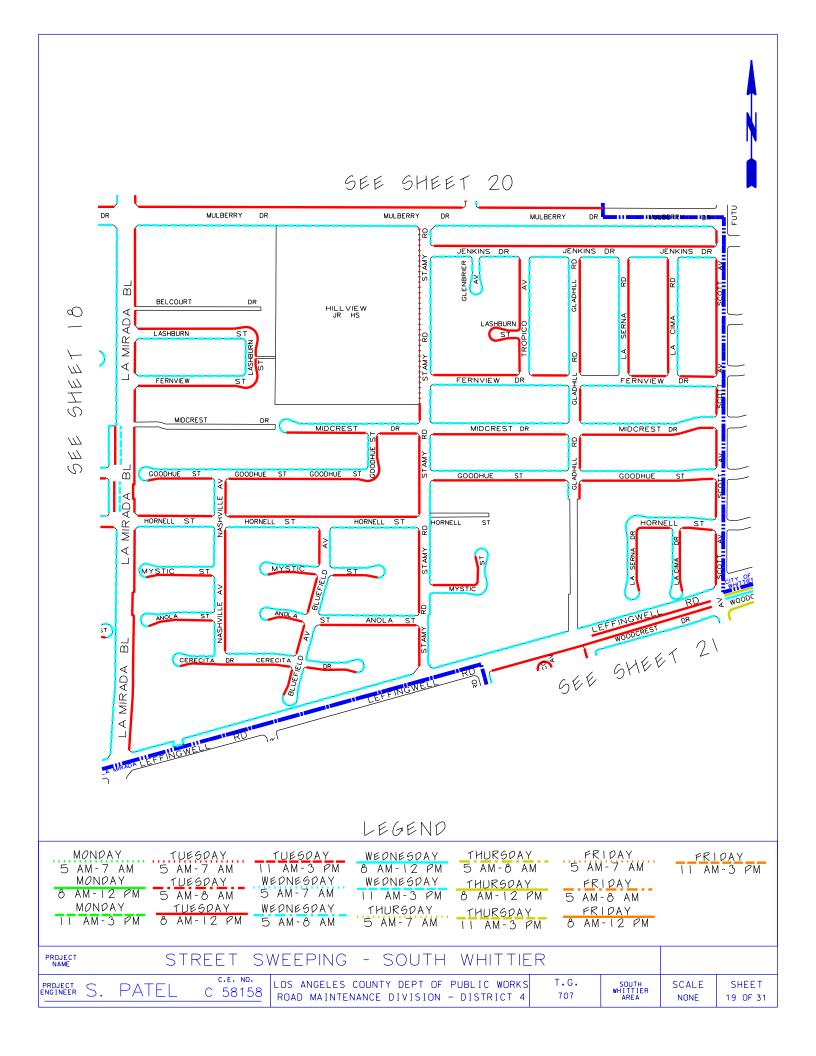


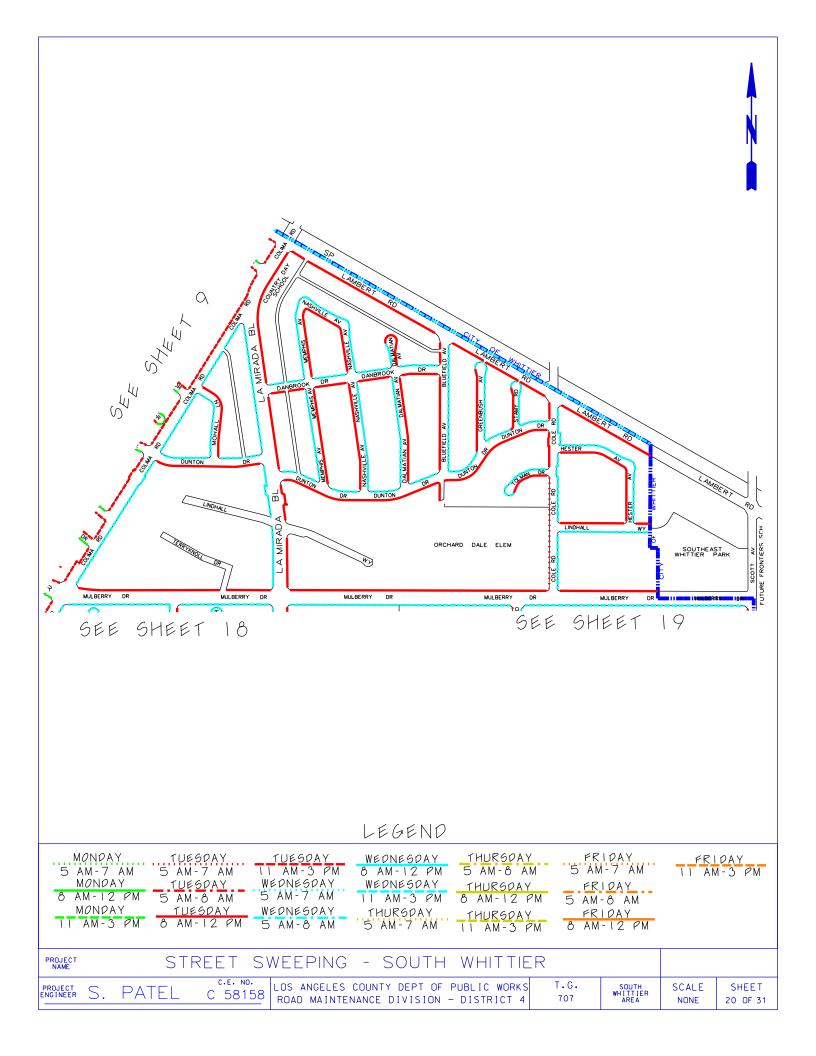


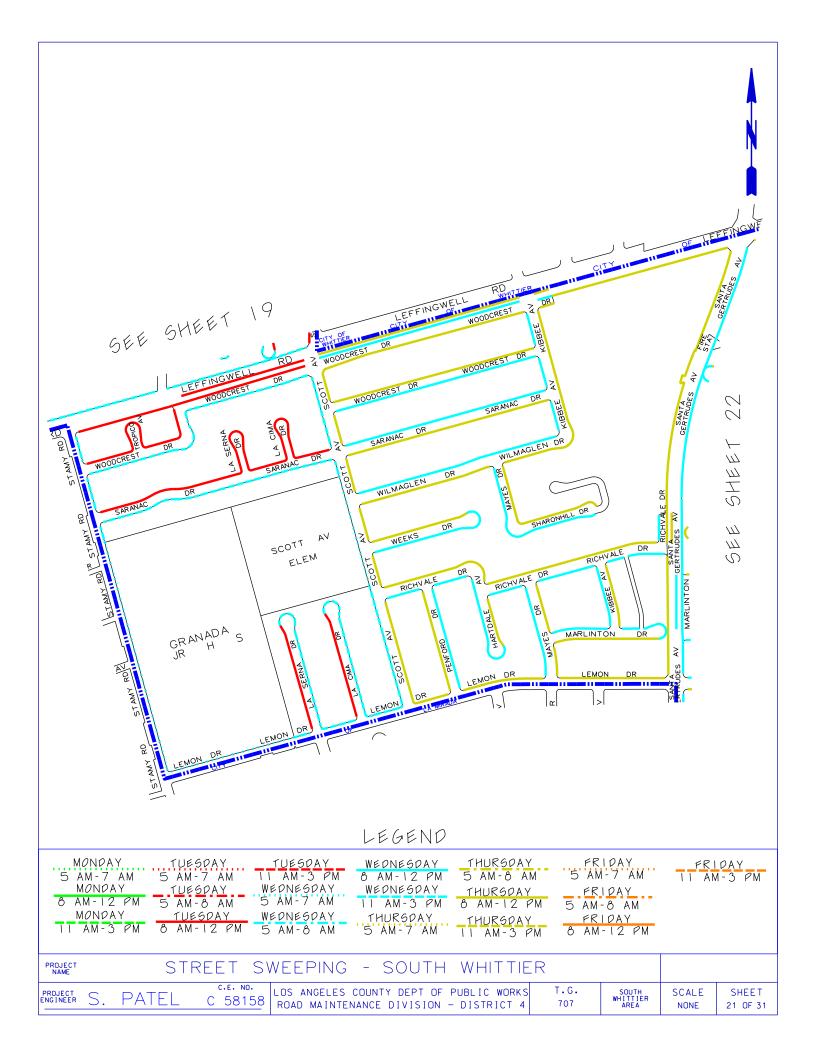


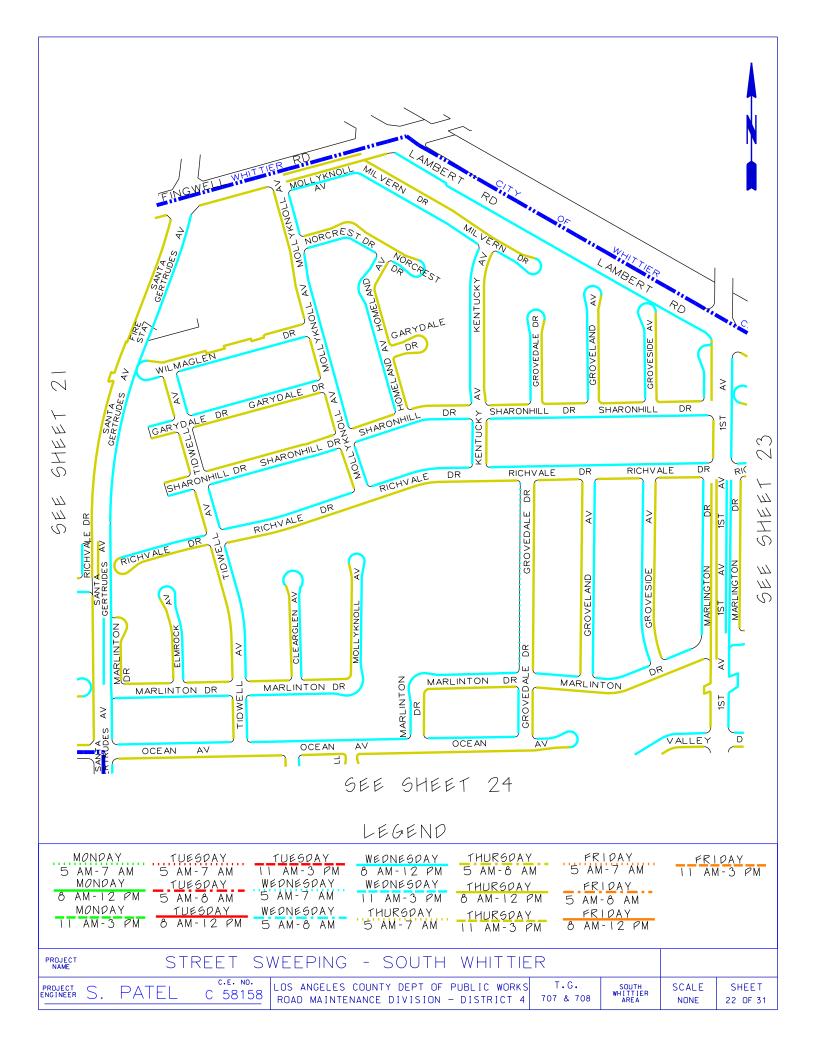


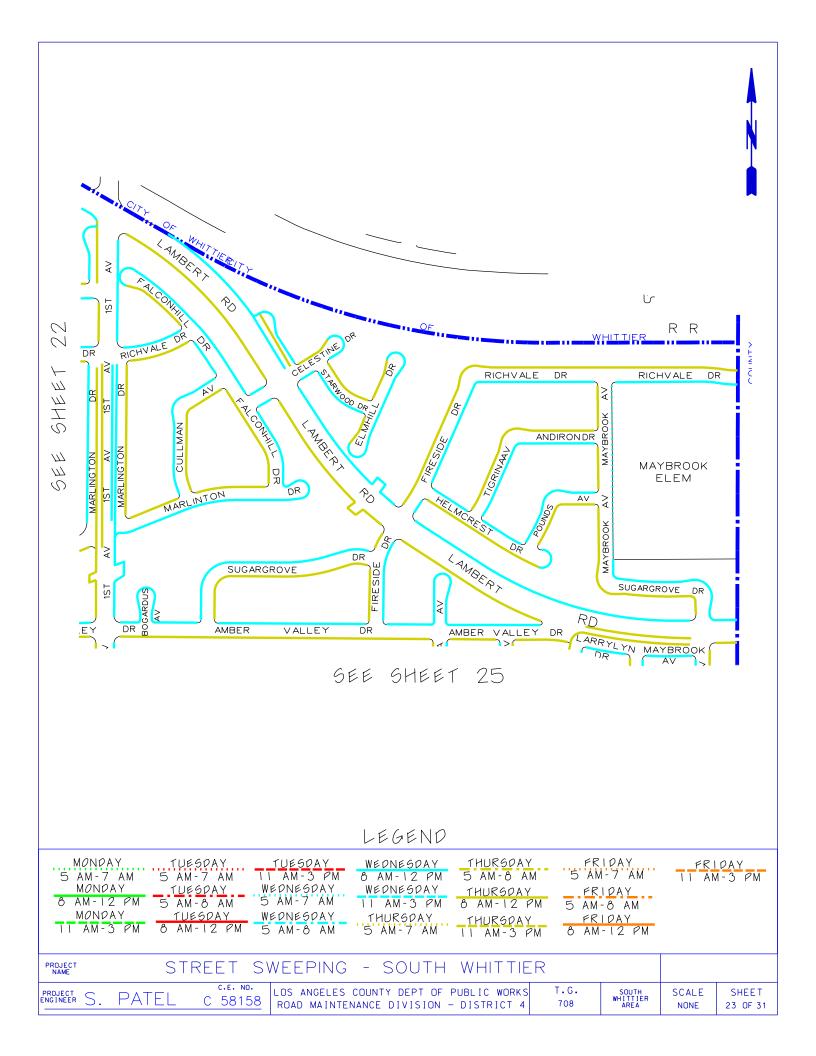


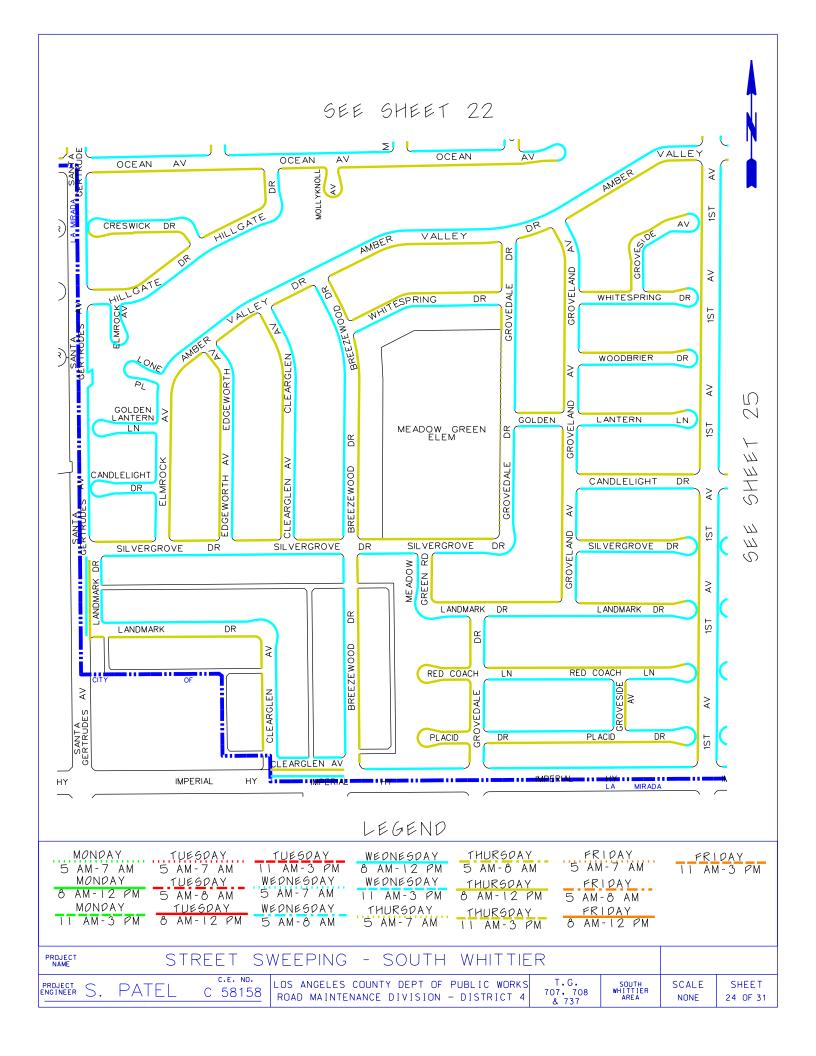


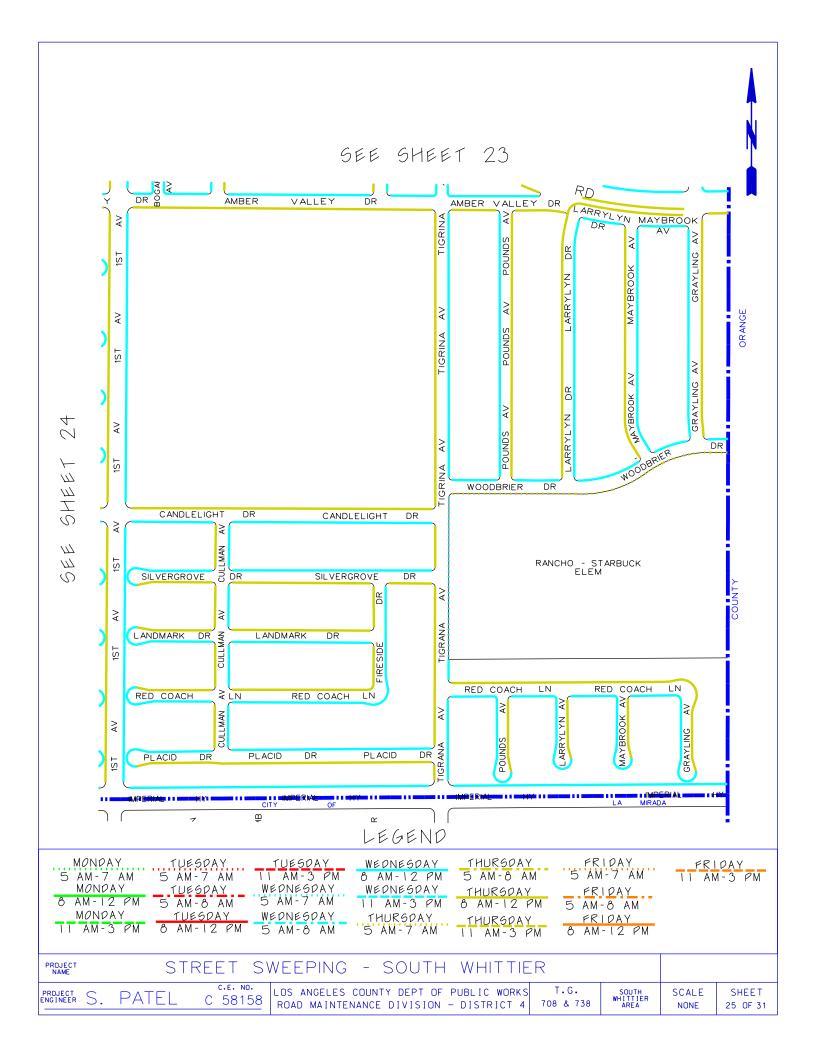


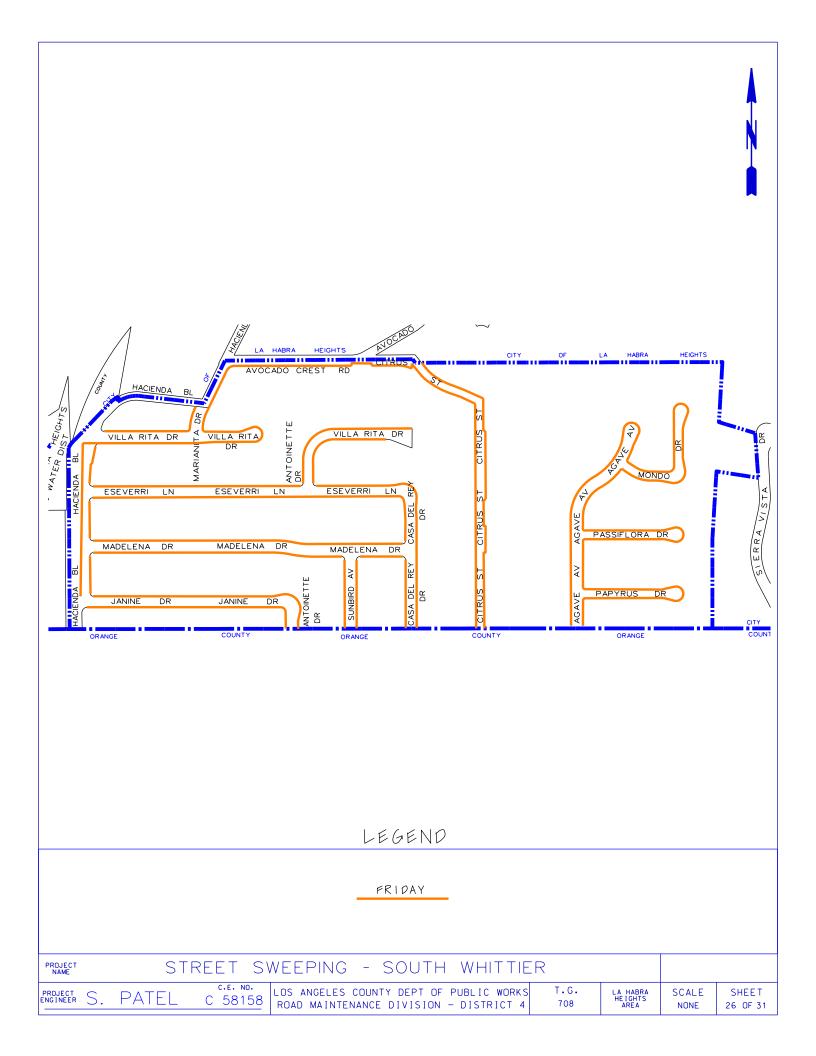


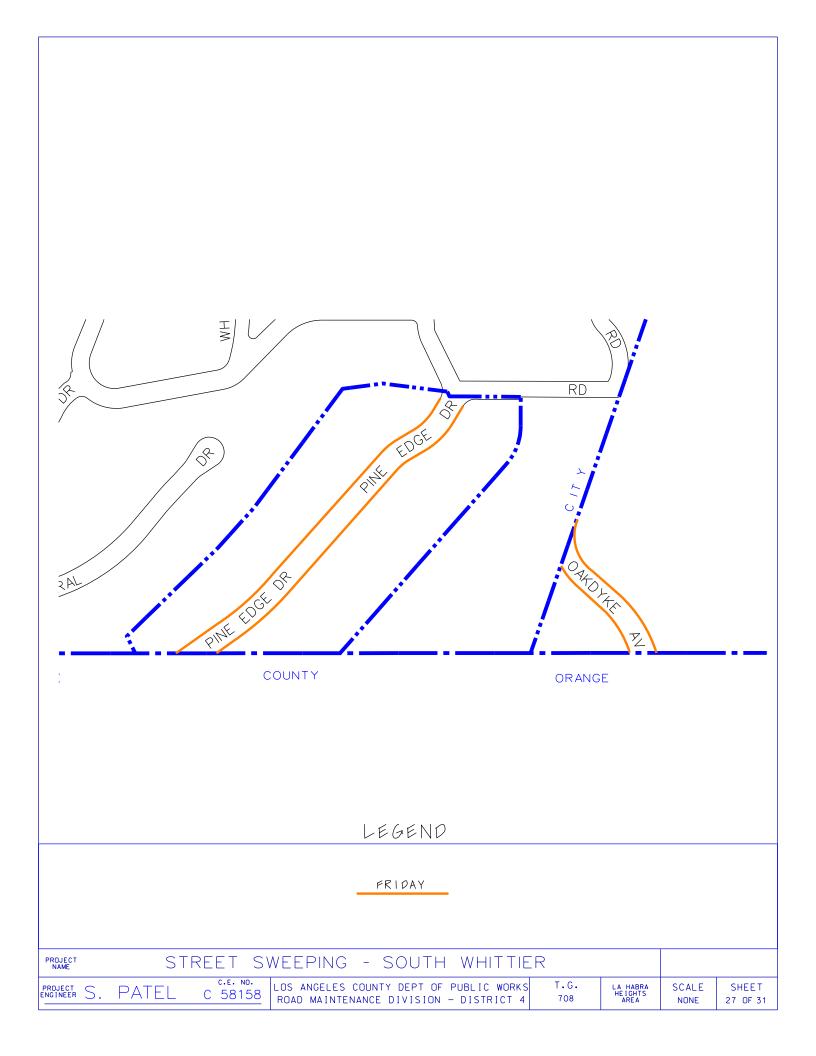


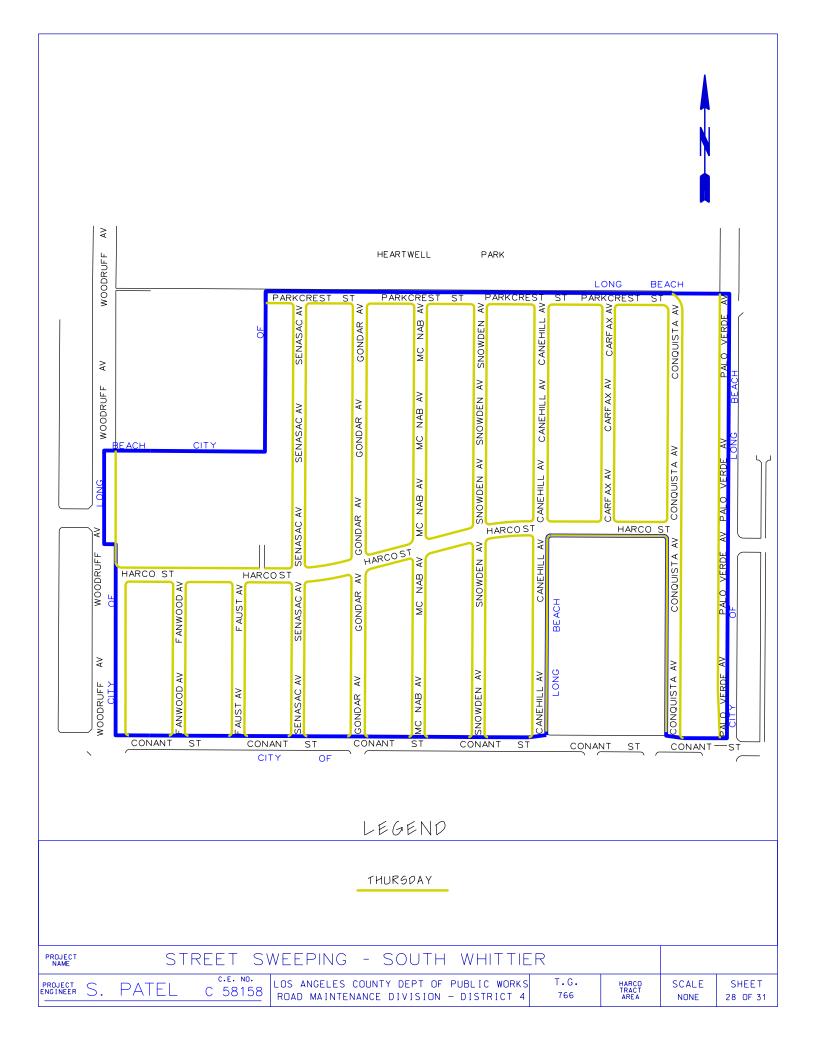


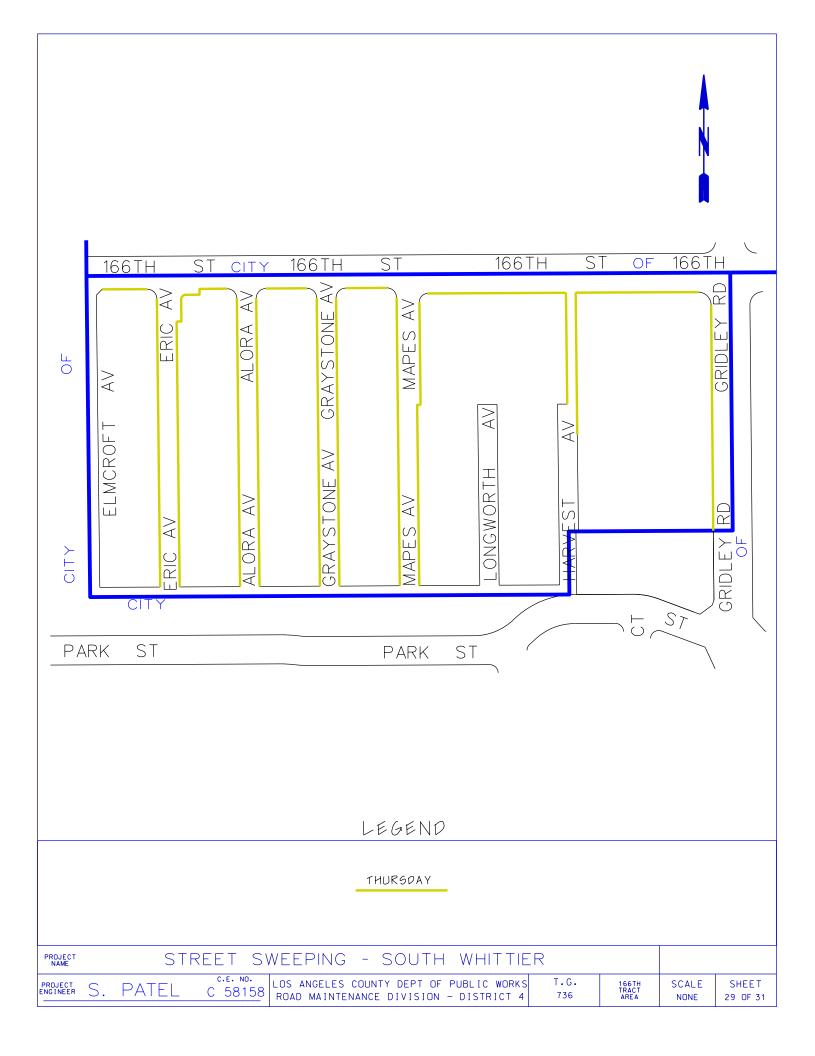












	ALLEYS	
	(TO BE SWEPT EVERY WEEK)	
		PASS
ALLEY LOCATION	<u>LIMITS</u>	MILES
Alley N/o Florence Avenue	Carmenita Road / Telegraph Road (Both Sides R.R.R/W)	0.43
Alley E/o Breezewood Drive	Breezewood Drive / Breezewood Drive	0.38
Alley E/o Carmenita Road	Meyer Road / Lukay Street	0.27
Alley E/o Fernview Street	Ben Hur Avenue / Mills Avenue	0.23
Alley E/o Kibbee Avenue	Marlinton Drive / Richvale Drive	0.14
Alley E/o La Mirada Boulevard	Dunton Drive / Lambert Road	0.61
Alley E/o Laurel Avenue	Laurel Avenue S / Laurel Avenue N	0.26
Alley E/o Painter Avenue	Alley N/o Mystic Street / Alley S/o Mulberry Drive	0.19
Alley E/o Painter Avenue	Mystic Street / N/o Mystic Street	0.05
Alley N/o Imperial Highway	Breezewood Drive / Alley E/o Breezewood Drive	0.07
Alley N/o Imperial Highway	190' W/o Clearglen Avenue / Clearglen Avenue	0.07
Alley N/o Leffingwell Road	475' W/o Obert Avenue / 375' E/o Obert Avenue	0.32
Alley N/o Mulberry Drive	250' W/o Calmada Avenue / Calmada Avenue	0.09
Alley N/o Mystic Street	Painter Avenue / Alley E/o Painter Avenue	0.06
Alley N/o Oval Drive	Alley W/o Mills Avenue / Armley Avenue	0.05
Alley S/o Ben Hur Avenue	Alley E/o Fernview Street / Mulberry Drive SF	0.17
Alley S/o Lambert Road	W Bluefield Avenue / Bluefield Avenue	0.42
Alley S/o Landmark Drive	Alley E/o Santa Gertrudes Avenue / Clearglen Avenue	0.27
Alley S/o Mulberry Drive	Alley E/o Painter Avenue / Rutland Avenue	0.06
Alley S/o Mulberry Drive	Alley S/o Ben Hur Avenue / Mills Avenue	0.17
Alley S/o Mulberry Drive	Greening Avenue / E/o Tarryton Avenue	0.24
Alley S/o Mulberry Drive	W/o Calmada Avenue / Calmada Avenue	0.08
Alley S/o Oval Drive	Alley W/o Mills Avenue / Hawes Street	0.05
Alley S/o Silvergrove Drive	W/o Breezewood Drive / E/o Breezewood Drive	0.47
Alley S/o Telegraph Road	W/o Mina Street / S/o Inez Street	0.38
Alley W/o Breezewood Drive	Imperial Highway NF / Alley S/o Silvergrove Drive	0.28
Alley W/o Clearglen Avenue	Alley N/o Imperial Highway / Alley S/o Landmark Drive	0.13
Alley W/o La Mirada Boulevard	Anola Street / Hornell Street	0.23
Alley W/o La Mirada Boulevard	Dunton Drive / Colima Road	0.30
Alley W/o Mills Avenue	50' S/o Alley S/o Oval Drive / Lambert Road	0.80
	TOTAL PASS MILES:	7.25

PROJECT STREET SWEEPING - SOUTH WHITTIER					
PROJECT S.	PATEL C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. NONE	SCALE NONE	SHEET 30 OF 31

	(TO BE SWEPT EVERY WEEK)		
OTDEET NAME	LIMITS	OIDE	CURB
STREET NAME	SIDE	MILES	
Bramblebush Avenue	Honeysuckle Ln/Telegraph Road	B/S	0.13
Carmenita Road	Painter Avenue/Imperial Highway	B/S	3.99
Colima Road	La Mirada Boulevard/Lambert Road	B/S	0.19
Florence Avenue	Laurel Avenue/Telegraph Road	B/S	0.85
Imperial Highway	Shoemaker Avenue/Duffield Avenue	B/S	2.16
Imperial Highway	Duffield Avenue/300' E/o Valley View Avenue	N/S	0.45
La Mirada Boulevard	Dunton Drive/Leffingwell Road	B/S	1.99
Lambert Road	Leffingwell Road/Orange County Line	B/S	1.89
Leffingwell Road	Imperial Highway/Telegraph Road	B/S	3.22
Leffingwell Road	Telegraph Road/260' E/o Telegraph Road	N/S	0.05
Leffingwell Road	500' E/o Arroyo Drive/Stamy Road	N/S	0.53
Leffingwell Road	Stamy Road/150' E/o Gladhill Road	B/S	0.28
Leffingwell Road	Santa Gertrudes Avenue/Lambert Road	S/S	0.34
Meyer Road	Leffingwell Road/Imperial Highway	B/S	0.63
Mills Avenue	Bentongrove Drive/Telegraph Road	B/S	0.19
Mulberry Drive	R.R. Track/540' W/o Stamy Road	B/S	2.78
Painter Avenue	Mystic Street/R.R. Track	B/S	0.74
Telegraph Road	Carmenita Road/220' S/o Leffingwell Road	B/S	3.18
Valley View Avenue	Telegraph Road/Imperial Highway	B/S	1.30
	TOTAL CURB MILES:		24.89
	SUMMARY OF CURB AND PASS MILES		
<u>TYPE</u>			MILE
Streets and Highways			258.75
Raised Curbed Medians			24.89
Paved Alleys			7.25
	TOTAL MILES:		290.89

SHEETS 2 THROUGH 11 ARE TO BE SWEPT WEEKLY.

PROJECT NAME	PROJECT STREET SWEEPING - SOUTH WHITTIER						
PROJECT S.	PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4			SCALE NONE	SHEET 31 OF 31





STATEMENT OF QUALIFICATIONS FOR STREET SWEEPING SERVICES (2015-SQPA004)

EXCLUSIVELY FOR

COUNTY OF LOS ANGELES

APRIL 15, 2015

1937 W. 169th Street Gardena, CA 90247 (800) 225-7316 x108

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- LW-4 LIVING WAGE ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
- LW-5 LABOR/PAYROLL/DEBARMENT HISTORY
- LW-7 Proposer's Medical Plan Coverage
- LW-9 WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS (SEE SECTION 11 RECORD KEEPING)

SUBCONTRACTORS FORMS LIST13

- PW-3 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-7 PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
- PW-9 REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE)
 PREFERENCE PROGRAM CONSIDERATION AND CBE
 FIRM/ORGANIZATION INFORMATION FORM
- PW-10 GAIN AND GROW EMPLOYMENT COMMITMENT
- PW-12 CHARITABLE CONTRIBUTIONS CERTIFICATIONS



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•	LW-4	LIVING WAGE ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE	
•	LW-5	LABOR/PAYROLL/DEBARMENT HISTORY	
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April 13, 2015

County of Los Angeles Department of Public Works 900 South Fremont Street Alhambra, CA 91803

RE: STATEMENT OF QUALIFICATIONS FOR STREET SWEEPING SERVICES (2015-SQPA004)

Dear Ladies and Gentlemen,

Enclosed is our proposal for the statement of qualifications for street sweeping services.

Our proposal contemplates complete compliance with all terms and conditions set forth in your request for proposals.

We serve more than 50 cities in southern California. We are committed to providing high quality street sweeping and high quality customer service.

We understand that Los Angeles County is seeking a problem free service provider. We are confident that we will be able to perform this contract perfectly without any exceptions or problems.

I am legally authorized to make representations and/or enter into contracts on behalf of CleanStreet. I can be reached at CleanStreet's headquarters at 1937 West 169th Street, Gardena, CA 90247. I can also be reached at (800) 225-7316 x108, by cell at (310) 740-1601 or by email at randerson@cleanstreet.com.

Thank you for this opportunity. We enjoy working for Los Angeles County. I hope we can be of service.

Sincerely,

CLEANSTREET

Rick Anderson

Corporate Secretary

Mideny



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

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

IN REPLY PLEASE
REFER TO FILE. AS-0

April 7, 2015

REQUEST FOR STATEMENT OF QUALIFICATIONS – INFORMATIONAL UPDATE 1 STREET SWEEPING SERVICES, (2015-SQPA004)

Thank you for attending the mandatory Proposers' Conference for Street Sweeping Services (2015-SQPA004) held on Tuesday, March 31, 2015.

Please take notice that the deadline to submit proposals has been changed to **Wednesday**, **April 15**, **2015**, **by 5**:30 p.m.

Informational Update

Question: Could you give an estimate as to how many bid opportunities will come available in the next few years and when you expect these contracts will come up to bid?

Response: The Department of Public Works may potentially solicit up to seven street sweeping contracts within the next few years depending on the needs of the County.

If you have questions concerning the above information, please contact Ms. Angela Cho at (626) 458-4169, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

GAIL FARBER

Director of Public Works

GHAYANE ZAKARIAN, Chief

Administrative Services Division

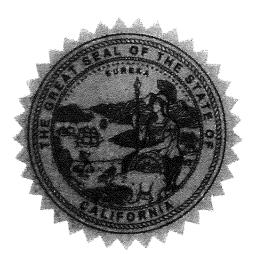
AHC

p:\aspub\contract\angela\street sweeping\2015\rfsq\01.5 info update\informational update 1.docx



I, Kevin Shelley, Secretary of State of the State of California, hereby certify:

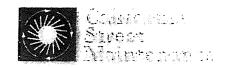
That the attached transcript of _____ page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

March 1900

Kluin Stulley Secretary of State



ENDORSED - FILED in the office of the Secretary of State of the State of California

JAN 3 1 2003

KEVIN SHELLEY Secretary of State

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

The undersigned certify that:

- They are the **president** and the **secretary**, respectively, of <u>California</u> <u>Street Maintenance</u>, <u>Inc.</u>, a California corporation.
- 2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

the name of this corporation is: Cleanstreet

- 3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
- 4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 1000 shares. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of Our knowledge.

DATE: 1/27/03

ere Costello, President

Richard Anderson, Secretary



State of California Secretary of State

S

STATEMENT OF INFORMATION

(Domestic Stock Corporation)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not after if name is preprinted.)

C1425843 CLEANSTREET 17-19TH ST HERMOSA BEACH CA 90254

			This Space For Filing Use Only		
DUE DATE: 12-31-0	7				
CALIFORNIA CORPORI	ATE DISCLOSURE ACT (Corporations Code section	n 1502.1)			
A publicly traded corpora	tion must file with the Secretary of State a Corpo	rate Disclosure Stateme	ent (Form SI-PT)	annually, within 150 day	
	rear. Please see reverse for additional information	n regarding publicly trad	led corporations.		
NO CHANGE STATEME					
the box and proce				<u>-</u>	
If there have bee statement has be	n any changes to the information contained in the on previously filed, this form must be completed in its	last Statement of Informa s entirety.	ation filed with th	e Secretary of State, or no	
COMPLETE ADDRESSE	S FOR THE FOLLOWING (Do not abbreviate the r	name of the city. Items 3 ar	nd 4 cannot be P.C). Boxes.)	
3. STREET ADDRESS OF PR 1937 W. 169th Stree	t e e e e e e e e e e e e e e e e e e e	CITY AND STATE Gardena	CA	ZIP COUL 90247	
1937 W. 169th Stree		crry Gardena	STATE CA	ZIP CODE 90247	
NAMES AND COMPLETE for the specific officer may be	E ADDRESSES OF THE FOLLOWING OFFICE added; however, the preprinted titles on this form must	RS (The corporation must not be altered.)	t have these three	officers. A comparable title	
5. CHIEF EXECUTIVE OFFICE Jere Costello - 1937 \	N. 169th Street, Gardena, CA 90247	CITY AND STATE .	in the state of th	ZIP CODE	
6. SECRETARY/ Rick Anderson - 1937	ADDRESS W. 169th Street, Gardena, CA 90247	CITY AND STATE	and the second s	ZIP CODE	
7. CHIEF FINANCIAL OFFICER		CITY AND STATE		ZIP CODE	
NAMES AND COMPLETE	ADDRESSES OF ALL DIRECTORS, INCLUDING Attach additional pages, if necessary.)	NG DIRECTORS WHO	ARE ALSO OFF	ICERS (The corporation	
8. NAME	V. 169th Street, Gardena, CA 90247	CITY AND STATE	aus refere is recentified never investigation (assessment on assessment	ZIP CODE	
9. NAME	ADDRESS	CITY AND STATE		ZIP CODE	
10, NAME	ADORESS	CITY AND STATE		ZIP CODE	
11. NUMBER OF VACANCIES O	N THE BOARD OF DIRECTORS, IF ANY.				
AGENT FOR SERVICE OF address. If the agent is anoth section 1505 and Item 13 mus	F PROCESS (If the agent is an individual, the agent in their corporation, the agent must have on file with the Co t be left blank.)	must reside in California an California Secretary of State	d Item 13 must be a a certificate purs	completed with a California suant to Corporations Code	
12. NAME OF AGENT FOR SERV Jere Costello	VICE OF PROCESS				
 ADDRESS OF AGENT FOR S 1937 W. 169th Street, 	SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL Gardéna, CA 90247	СПҮ	STATE	ZIP CODE	
TYPE OF BUSINESS					
14. DESCRIBE THE TYPE OF BU Sweeping Services	JSINESS OF THE CORPORATION	A			
INCLUDING ANY ATTACHME	EMENT OF INFORMATION TO THE SECRETARY WASTATA INTS, IS TRUE AND CORRECT.	ATION CERT	IFIES THE INFORM	ATION CONTAINED HEFIEIN,	
Jere Costello	\ / In		CEO	10-23-07	
	RSON COMPLETING THE FORM SIGN	ATURE	πιε	DATE	
SI-200 N/C (REV 06/2007)			APPROVED	BY SECRETARY OF STATE	



State of California **Secretary of State**

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations) FEES (Filing and Disclosure): \$25.00. If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME **CLEANSTREET**

EV12339

S

FILED

In the office of the Secretary of State of the State of California

APPROVED BY SECRETARY OF STATE

			NOV-1	4 2013
2. CALIFORNIA CORPORATE NUMBER	C1425843		-	
No Changa Statement (Visited)		This Space for Fi	ling Use Only	
No Change Statement (Not applicab	the information contained in	.O. Box address. See instru	ctions.)	•
or State, check the box and pro	any of the information contained in occeed to Item 17.	this form must be comple the last Statement of Inforr	ted in its entirety. nation filed with the Cal	
Complete Addresses for the Follow	ing (Do not abbreviate the name of	f the city. Items 4 and 5 canno	ot be P.O. Boxes.)	
4. STREET ADDRESS OF PRINCIPAL EXEC	UTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSIN		CITY	STATE	ZIP CODE
8. MAILING ADDRESS OF CORPORATION, I	F DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
Names and Complete Addresses of officer may be added; however, the preprin	the Following Officers (The c	orporation must list these three	e officers. A comparable	le title for the specific
7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Names and Complete Addresses of director. Attach additional pages, if necess	All Directors, including Direc	tors Who are Also Office	ers (The corporation mu	ust have at least one
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE
13. NUMBER OF VACANCIES ON THE BOARD	OF DIRECTORS, IF ANY:			
Agent for Service of Process If the a address, a P.O. Box address is not accept certificate pursuant to California Corporation	able. If the agent is another cornor	ation, the agent must have or	15 must be completed win file with the California	ith a California street Secretary of State a
14. NAME OF AGENT FOR SERVICE OF PROC	ESS		- b	
15.8 STREET ADDRESS.OF AGENT FOR SERVI	CE OF PROCESS IN CALIFORNIA, IF AI	NINDIVIDUAL CITY	STATE	ZIP CODE
Type of Business 👵 📉			·	
16. DESCRIBE THE TYPE OF BUSINESS OF TH	E CORPORATION			
17. BY SUBMITTING THIS STATEMENT OF II CONTAINED HEREIN, INCLUDING ANY ATT	NFORMATION TO THE CALIFORNIA S ACHMENTS, IS TRUE AND CORRECT.	ECRETARY OF STATE, THE C	ORPORATION CERTIFIES	THE INFORMATION
1/14/2013 NITA MORAN		CCOUNTING MANAGER		
	PERSON COMPLETING FORM	TITLE	SIGNATUR	
SI-200 (REV 01/2013)			ADDDOVED BY SE	COCTABY OF STATE

BACKGROUND



CleanStreet has its headquarters in Gardena, California. CleanStreet was formerly known as California Street Maintenance and South Bay Sweeping.

Company founder and CEO Jere Costello began sweeping shopping centers in 1961. In 1969 with the help of George Graziadio and Imperial Bank, Jere purchased his first revolutionary and dependable Tymco Air Sweeper.

By 1973, the company had become one of the largest shopping center sweeping companies in Southern California. That year the company began sweeping its first municipality, Rolling Hills Estates. We will always be grateful to City Manager Harry Peacock for giving us that opportunity.

In 1978 Proposition 13 passed. All of sudden more cities became interested in saving money. Often potential municipal clients would say "of course we would like to contract for street sweeping services and save money, but how do we know you will do a good job? We have had some bad experiences with irresponsible and non-responsive contractors."

We would say, "We will make a simple promise to you and your City. We will sweep every street on time every day. We will instruct our operator to take as many passes as are necessary to clean every street thoroughly. If we ever do receive a complaint, we will re-sweep it immediately. No questions asked."

As word spread that we are a good dependable company, we slowly and steadily grew year after year. Our commitment to quality and customer satisfaction turned out to be an overwhelming success.

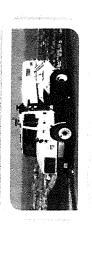
Today CleanStreet serves scores of municipalities and major private facilities with high quality cleaning and sweeping services. The key to our success is the fact that we kept that promise of quality to our clients.

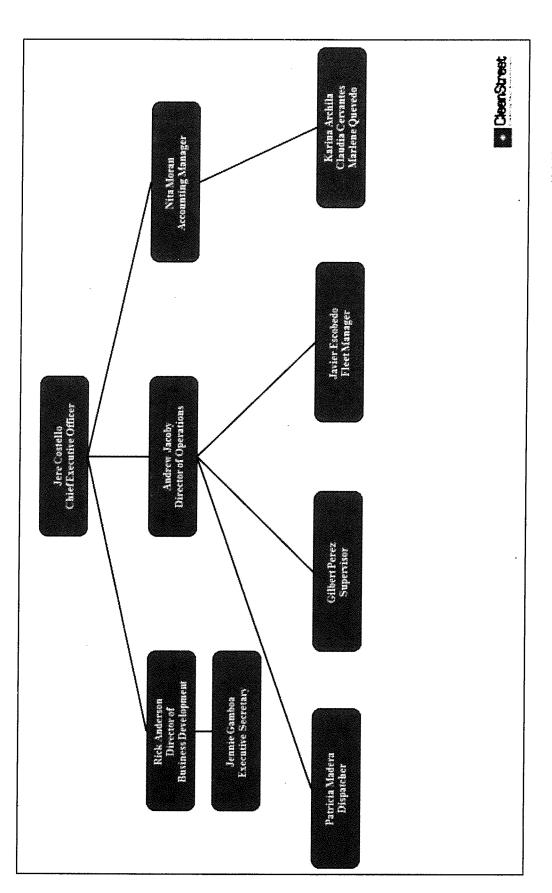
CleanStreet takes pride in its high level of expertise that is brings to every job. We employ the best methods and the most effective equipment.

Our employees are well trained and enjoy good pay and healthcare benefits. Our employees take great pride in the quality of their work and in your complete satisfaction.



ORGANIZATION CHART





(800) 225-7316 x108 1937 W. 169th Street Gardena, CA 90247

JERE COSTELLO





Jere Costello
Founder and CEO of CleanStreet

EMPLOYMENT HISTORY:

CLEANSTREET1961 TO PRESENT

Responsibilities:

- Founder
- · Management procedures and policy
- Equipment purchases
- Financial planning and management
- Management efficiency and effectiveness
- Public relations

Education:

Northrop University Law School

Professional Skills:

Bilingual: Spanish and English

Professional and Trade Organizations:

- L.A. and Orange County Chapter Maintenance Superintendents Association (MSA)
- North American Power Sweeping association (naPSa)



RICK ANDERSON





RICK ANDERSON
Director of Business Development / Supervisor

EMPLOYMENT HISTORY:

Current Responsibilities:

- Oversees daily operations.
- Contract management.
- Develops new business.
- Ensures safe operations and promotes proactive culture for safety.
- Monitors and reviews GPS tracking system reports.
- Oversee and supervise the daily maintenance and cleanliness of all vehicles.
- Conducts meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures.
- Responsible for ensuring compliance of all state and Federal laws and regulations.

Education:

- Bachelors of Science, University of Southern California (USC)
- · Jurist Doctorate, Southwestern University School of Law

Professional Skills:

Bilingual: Spanish and English

Professional and Trade Organizations:

- L.A. and Orange County Chapter Maintenance Superintendents Association (MSA)
- North American Power Sweeping association (naPSa)



(800) 225-7316 x108 1937 W. 169th Street Gardena, CA 90247

KEY PERSONNEL



Andrew Jacoby, Director of Operations



Andrew Jacoby is the director of operations for CleanStreet and has been with the company since 2003. Mr. Jacoby oversees the Human Resources Department, and serves as the Company's risk manager. He has been instrumental in developing a state-of-the-art time and attendance system, in which data is transmitted through handsets and reconciled by complex GPS tracking software installed in CleanStreet's vehicles and handsets. Andrew is also responsible for claims management and is the driving force behind CleanStreet's constant emphasis on safety.

Javier Escobedo, Fleet Manager

Photo not available

Mr. Escobedo is responsible for overseeing all facets of operations, including but not limited to delegating work to the mechanics, fleet maintenance, debris management, and GPS monitoring. He is well acquainted with CleanStreet's equipment as well as the environmental laws and regulations that apply to our extensive fleet.

Gilbert Perez, Field Supervisor



Gilbert Perez is a highly-skilled street sweeper operator who has been with CleanStreet since 2005. Mr. Perez is also proficient in the operation of other commercial vehicles, including those which require a Class A license. Mr. Perez has had experience with many facets of maintenance, including streets and parking structures, and is experienced with janitorial maintenance as well. Mr. Perez supervises street sweeper operators, porters, and pressure-washing crews in the field. He is extremely dedicated to his job and works tirelessly to ensure the highest quality of work.

KEY PERSONNEL



Patty Madera, Dispatcher



Patty Madera joined CleanStreet in the latter part of 2007. She offers a high degree of professionalism, solid business ethics, and extensive computer skills. Ms. Madera is reliable and has a positive attitude. She works effectively and with a sense of urgency, and can quickly read, understand, and use street maps and complex mapping software.





CleanStreet knows that street sweeping is an extremely noticeable city service that has to be done properly if you wish to have satisfied residents. With our experience coupled with our approach, we assure that the various locations of this work will be done extremely well. We can eliminate all complaints. We believe that our quality street sweeping program is a great value when you consider the cost and negativity generated by complaints.

CleanStreet will only utilize full-time staff, which may require a driver to work in one or more projects.

During leaf season, additional drivers may be utilized to complete routes in a timely manner.

Areas shall not be swept on the same day as trash pickup is scheduled. All sweeping will be scheduled the day after trash pickup, one to two days after trash pickup if alternate side sweeping.

Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or before such times as public activities start. Streets adjacent to apartments, condominiums, or other areas where night on street parking is prevalent shall be swept after 8 a.m. All residential areas will be swept between the hours of 7 a.m. and 3:30 p.m.

All debris collected by the street sweeping operation will be taken to a legally established landfill or transfer station. There will be no on site dumping.

Personnel

Supervisors:

Satisfaction and consistent quality service is the foundation of our company. Our supervisors are full-time employees, not temporary hired guns. They are highly trained so all phases of the project runs smoothly. Our supervisors are directly involved with each account and job inspections to ensure quality.

Although we believe that there is always room for improvement, we strive to recognize our employees for their good work. This type of supervision helps build operator pride.

Operators:

Our first step is to educate our operators as to what is an accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a great job in removing all leafs, paper, dirt, rocks, glass, bottles, cans,





and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. In combination with this approach, the CleanStreet supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

Our operators are trained to value and care for their equipment. They are knowledgeable about proper driving speed, adjustment of brooms and the most efficient and effective performance of their equipment.

Our operators understand the importance of punctuality and the importance of quality work. Our drivers take pride in our customer's satisfaction.

Repair and Maintenance Crew:

CleanStreet has seven full-time mechanics who are expert in the repair and maintenance of our equipment. Our mechanics are factory trained to help ensure high quality performance of our equipment. We also have mechanics available around-the-clock to help ensure our ability to meet our commitments.

CleanStreet knows that one of the keys to customer satisfaction is dependable well-maintained equipment. Consequently, we feel that the quality of our repairs and maintenance is crucial to our sweepers.

We have an additional four full-time employees who are mechanics helpers. They change of brooms, tires, and help keep our sweepers clean.

Dispatchers:

The Dispatch and Operations department is the very nerve center of CleanStreet. It is from our experience that this position is very mission critical where oftentimes operational and sometimes financial decisions are made.

Our dispatchers make sure that operations run smoothly. When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by either facilitating an emergency sweep, special sweep, regular sweep or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed.

Disposal of Refuse and Debris:

CleanStreet shall dispose of all refuse and debris that is collected during the sweeping operations, at no additional cost to the County. We will haul it to a legally established area for the disposal of solid waste.





Storage facilities:

CleanStreet will utilize their own storage facilities for all of the sweepers.

Equipment:

CleanStreet equips all of its trucks with global positioning satellite (GPS) system. All of the real-time data is monitored by CleanStreet dispatchers. This permits CleanStreet to monitor the drivers speed, time and location.

Our Operations Analyst downloads the GPS reports on a daily basis from the Internet. The real-time data alerts the managers via e-mail if the brooms are down a half hour or longer or if the sweeper exceeds its speed limit. If this should happen, there will be communication between either the manager or the dispatcher to the sweeper's cell phone to ensure proper action is taken.

Authorized public works employees can generate and print GPS reports at any time. Data is available for six months and can be downloaded in an Excel document.

We will utilize as many late model Tymco 600's as needed for the performance of the contract. Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

Our street cleaning is listed as *Best Management Practice* BMP in storm water regulations get the debris is off the street before it is carried into the drain system.

All street sweepers that CleanStreet will deploy will be compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup equipment and operators will be available at all times.

In case of a mechanical breakdown, backup equipment will be available at all times and will comply with AQMD Rule 430.

Routing:

Routing will be designed in such a manner that all time zones will be swept timely with ample time for the operator to do an excellent job. If for some reason the operator is behind or needs help, an additional sweeper and operator will be supplied to ensure timely completion of routes.

Reports:

The attached report is a sample of what our drivers complete for other locations. In order to suit the County, a tailor-made form will be created for each location awarded to





CleanStreet. The following items will be on the report:

- · Curb miles and paved alley miles swept each day.
- Schedule curb miles and paved alley miles swept and areas missed.
- When missed areas were swept.
- · Number of complaints received each day.
- Reasons schedule sweeping was not performed or completed as scheduled.
- Waste tonnage summary and copies of waste disposal receipts.

Sample form:

			STREET SWEEPING	S WEEKLY REPORT		
DATE:			FOR MONTH OF			
WEEK BEGINNII	NG:			WEEKLY TONNAGE	E:	.
CONTRACTOR:	CleanStreet 1937 W 169th S Gardena CA 902					
	T	CURB MILES	SWEPT	SCHEDLED CURB MILES	MAKE - UP DATE	NUMBER OF
DAY	SCHEDULED CURB MILES	MISSED CURB MILES	CURB MILES SWEPT	MISSED AND REASON		COMPLAINTS
MONDAY				······································		
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
ALLEYS						
CURB MEDIAN						
TOTALS						



QUALITY ASSURANCE



CleanStreet has established a fine reputation for providing the highest quality street sweeping services in the industry. We feel our attitude toward quality is the key to our success. It is far easier on everyone involved for the sweepers to do a good job the first time, rather than receive a complaint and have to return and sweep the street again later.

Our operators are encouraged to take as many passes as are necessary to do a great job. They take great pride in the complete satisfaction of the residents. Consequently, they receive very few complaints.

The quality of our services is the basis of our establishing long term relationship with our clients. CleanStreet is proud of its reputation for providing the highest level of service in the industry.

We are confident that we can do an excellent job for the County. We would accomplish this by following these guidelines:

Skilled Operators

We will sweep your County utilizing operators that have been properly trained and that have years of experience sweeping municipalities.

Quality Equipment

We will provide these skilled operators with new model equipment that is in excellent operating condition and appearance.

CleanStreet equips its trucks with Global Positioning Satellite (GPS) system. All of the real-time data is monitored by CleanStreet's dispatchers. This permits CleanStreet to monitor the driver's speed, time and location.

All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules.

Standards of Quality

We will make it clear to our operators that we will expect completely clean streets, regardless of the number of passes the sweeper must take to accomplish this.

We will expect our employees to take pride in their equipment, their work, and the community.

Supervision

We will assign your County to a regular supervisor. The supervisor will visit the County on a daily basis during the first weeks of our operations. Once timings are set, the supervisor will visit the County at least once per week on a regular basis.



QUALITY ASSURANCE



Complaints

We will handle any and all complaints on the day they are received. We believe that responsiveness is key to establishing public confidence in our ability and integrity.

We also believe that the operator is more highly motivated to do a good job the first time if he knows he may have to come back again if he doesn't. Our operators take great pride in not receiving complaints and doing a great job the first time.

Our operators will check in with the designated County supervisor on a daily basis to see if there are any complaints. If there are complaints, we will go out and re-sweep them immediately. We will always respond in less than 6 hours.

Our attitude toward quality and this level of service makes the whole sweeping program run smoothly.

Communications

We have cellular phone contact with our operators at all times.

Emergencies

We will provide the County with a 24-hour hotline number to handle all emergencies.

Back Up Equipment

We will always have back-up equipment available to us at all times.

Toll Free line

We will provide a toll free number to the County to receive field staff reports, complaints, emergencies or requests for extra work.

Monthly Meeting

At least one time per month and more often if necessary, there will be a meeting between representatives of CleanStreet and the County to assess performance and to seek ways to improve service

Inspection Fundamentals

Rick Anderson, Supervisor, will be the authority overseeing this program. Mr. Anderson is a graduate of USC and Southwestern University School of Law. He has been with the company for over 20 years and has played an integral role in developing new business and overseeing all facets of operations. Mr. Anderson's dedication to the company has helped fuel continual growth and diversification into new areas which complements CleanStreets' primary role as a street sweeping contractor.



QUALITY ASSURANCE



Prior to leaving for the sweeping location, the street sweeper will go through an inspection to ensure proper performance at the job site. Spot checks by a supervisor will ensure all of the procedures are carried out in a professional manner.

Quality Control Documentation

See form below.

CLEANSTREET T	/MCOI	INSPECTION	LIST
---------------	-------	------------	------

TRUCK NUMBER:	1	1	T	т	1	т	Τ	T
THOU TO THOU THE	Oil	Water/coolant	Fluide	Belts	Hoses		 	
Check Front Motor Fluids (Oil, Transmission, Power Steering) Belts, Hoses	I CII	IN MENTICOCIMIN	FRUIDE	Deltz	noses	 	ļ	
	 		<u> </u>	 		 		
Check Rear Motor Oil. Radiator Water/Coolant, Belts, Hoses				↓		↓		
	Hydraulic Hoses	Oli Level				1		
 Check for hydraulic leaks and hydraulic oil level (inspect all visible hoses) 	L							
,	Adjustment	Visual Insp.	Operation	I Total]		
4. Check brake adjustment & condition of spring brake cans/air lines and operation						1		
	Tires	Lug Nuts					1	
5. Tires checked and lug nuts tight			1					†
	Head Rubbers	Springs	Bleeder Cable	1	***************************************	T		<u> </u>
6. Head Rubbers, Springs, Bleeder Cable		1					!	
	Pump	Fittings				1	1	
7. Water System (is the system working well and are all fittings present)								İ
	Working Lights	Headlights	Beacon	GB Lights	Turn Signals	Hom	Wipers	Back-up Alarm
8. Lights, Horn, Wipers, Back-up Alarm								
	Visual Inspection	Operation		1				
9. Steering								i
	Right Broom	Left Broom	U-Joints	Springs				<u> </u>
10. Gulter Brooms		1				 		
	Hopper Door	Inspection Doors		***************************************			 	
11. Seals		1					ļ	

DATE:	
MECHANIC'S SIGNATURE	
	· · · · · · · · · · · · · · · · · · ·



STATEMENT OF EQUIPMENT FORM FOR STREET SWEEPING SERVICES (2015-SQPA004)

PROPOSER'S NAME: CleanStreet

ADDRESS: 1937 W. 169th Street, Gardena, CA 90247

TELEPHONE: 80(

800.225.7316

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPEOF	MAKEOF		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	CEDIVI VIJAGES	CONDITION	OPERATIONAL	WOILWOOT.	DESIGNATION Check one	ATION cone
EQUIPMENT	EQUIPMENT				EQUIPMENT	OPERATIONAL	NOTIFICATION	DEDICATED	PRIMARY
Street Sweeper	Tymco	009	2009	1FVACXDT19HAH1587	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	009	2009	1FVACXCT19HAH1590	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	600	2009	1FVACXDT59HAH1589	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	009	2009	1FVACXDT39HAH1588	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	900	2009	1FVACXDT59HAK0582	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	600	2009	1FVACXDT79HAG3042	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	600	2009	1FVACSCT09HAG3044	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	600	2009	1FVACXDT39HAH1591	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	600	2009	1FVACSCT79HAK0583	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	009	2009	1FVACSCT69HAK0588	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	009	2014	1FVAC4DX2EHFZ6285	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco ·	009	2014	1FVAC4DX4EHFZ6286	Excellent	Operational	Gardena ·	×	•
Street Sweeper	Tymco	009	2014	1FVAC4DX6EHFZ6287	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	009	2007	1FVAB6BV47DX20161	Good	Operational	Gardena		×

STATEMENT OF EQUIPMENT FORM FOR STREET SWEEPING SERVICES (2015-SQPA004)

PROPOSER'S NAME: CleanStreet

ADDRESS: 1937 W. 169th Street, Gardena, CA 90247

TELEPHONE: 80(

800.225.7316

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

		-			***************************************		 			
DESIGNATION Check one	PRIMARY BACKUP	×	×	×	×					
DESIGNATIO Check one	DEDICATED								٠	
NOLLYCO		Gardena	Gardena	Gardena	Gardena					
OPERATIONAL	OPERATIONAL	Operational	Operational	Operational	Operational				٠	
CONDITION	EQUIPMENT	Good	Good	Good	Good	-			•	
GEOMIN IVIOES	SERVAL NOMBER	1FVAB6BV07DX20190	1FVAB6BV87DY06637	1FVAB6BV77DY06659	1FVAB6BV37DY06660					
O V		2002	2007	2007	2007					
Ī	MODEL	009	009	009	009				•	
WAKE OF	EQUIPMENT	Tymco	Tymco	Tymco	Tymco					
TYPEOF	EQUIPMENT	Street Sweeper	Street Sweeper	Street Sweeper	Street Sweeper					

SUBCONTRACTORS



We will not utilize subcontractors of any kind. We will control and direct 100% of the performance of this contract.



NOT TRANSFERABLE ty of Gardena POST IN CONSPI JS PLACE ACCOUNT NUMBER AT BUSINESS LUCATION BUSINESS LICENSE CERTIFICATE does not persell business otherwise prohibited. The payment at a bounces scenee fee required by the promount of the Code, and its adoptionary by the only and the lessance of a business foams by any person chair not anothe the holder beings unless unless he has compiled with all the papersheats of said code and all steer appearable saws, nor to savely on any foamess any promote designation or nouth supress former in the event such backing or premises are stated in a zone or locating as their business. It is seen to be supported to the series of any law it is seen to be supported without verification that the foamser at subject to or among their increases. 9023 DATE PAID 3/4/2015 RATE CODE **EXPANSE LOCATION HI GANDENA** 1937 W 169TH ST OWNER FIRM OR COMPORATION NAME **CLEANSTREET INC EXPIRATION DATE** BUSINESS NAME 12/31/2015 CLEAN STREET INC MAILING ADDRESS 1937 W 169TH ST CITY AND STATE GARDENA, CA 90247-5253 190409

KEEP FOR YOUR RECORD.
BUSINESS TAX RECEIPT

ACCT. NO. 9023
DATE PAID 3/4/2015

BUSINESS TAX
510A \$102.59
VETG \$4.00
SB1186 \$1.00

TOTAL
\$107.59

CITY OF GARDENA

INSURANCE



CleanStreet will comply with all provision set forth in Exhibit B, Section 5, Indemnification and Insurance if awarded this contract. We will procure, maintain and provide the County proof of insurance and coverage as specified by the Request for Proposal throughout the entire term of the proposed contract without interruption or break in coverage.



WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS STREET SWEEPING SERVICES (2015-SQPA004)

INSTRUCTIONS

The contractor selected through this RFSQ process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes. Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT. IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

NOIL	
QUES	

TRACKING HOURS WORKED

- .1. How does the Proposer track employee hours actually worked?
- 1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?
- 1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

- database. On-site employees or those who must report to the main yard to retrieve their 1.1 Employee hours are tracked via a computer database, via magnetic badge to swipe employees use a magnetic badge to swipe in and out, while out of the area, employees vehicle, start their shift as soon as they arrive on the premises. Out-of-area employees' report start, stop, job switches via cell phone by calling in directly to the computerized shift starts when they retrieve their company vehicle from either a city yard or rented in and out, via a computerized phone-in time system called ECONZ. On premises, parking lot.
- where ever they have to retrieve their company vehicle; our main yard, a city yard, or 1.2 We have a combination of on-site and out-of-area employees. Their shift starts rented parking lot.
- 1.3 The employees shift starts once they arrive at the central site.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, signin sheets, computerized check in, call-in system, or some other method?	2 We check the computer database for who is in or not in and our vehicles are equipped with GPS units which enable us to view when the operators start and stop.
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the	3.1 Printouts of employees reported starts, stops, and switches, along with the job numbers and trip tickets and a computer backup.
beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of	3.2 Printcuts of employees reported starts, stops, and switches, along with the job numbers and trip tickets and a computer backup.
actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)?	3.3 Preliminary records are kept on the computer on a daily basis, but records are kept for each two week payroll period.
3.4. Who creates these records (e.g., employee, supervisor, or office staff)?	3.4 Payroll Administrator edits and prints then archives these reports for each two week payroll period.
	3.5 Payroll Administrator Analyst checks all aspects of time reported and reconcile what was reported with the dispatch schedule and GPS timestamps.
3.6. What happens to these records?3.7. Are they used as a source document to create Proposer's payroll?	3.6 Records with analysis/discrepancies are forwarded to the Operations Manager and Human Resources Manager.
3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	3.7 They are used to verify hours reported and to list the discrepancies that require reconciliation.
	3.8 Please see attached.

Powered by Automatic Data Processing, Inc.

DAILY Time Card Report (WITH NOTES)

Date Range: 03/23/2015 - 04/05/2015

Department: 000200

Worked Work Order Worked Vehicle			269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	
Worked Jobs	2Q1033982		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$24.68	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$16.80	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$12.08	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$25.20	\$168.00		LA CO. WHITTIER	
			000200	000200	Rate	\$31.5000	\$21,0000		000200	000200	Rate	\$31.5000	\$21.0000		000200	000200	Rate	\$31.5000	\$21.0000		000200	000200	Rate	\$31.5000	\$21.0000		000500	
Hours Earni Code			5.73	3.05	Hours	0.78	8.00		6.23	2.30	Hours	0.53	8.00		6.85	1.53	Hours	0.38	8.00		5.13	3.67	Hours	08.0	8.00		6.18	
Date In Time In Out	0200	v Date: 03/23/2015	Mon 03/23/2015 04:58 AM - 10:42 AM LP	Mon 03/23/2015 11:12 AM - 02:15 PM	Totals	OVTIME	REGULAR	γ Date: 03/24/2015	Tue 03/24/2015 04:55 AM - 11:09 AM LP	Tue 03/24/2015 11:38 AM - 01:56 PM	Totals	OVTIME	REGULAR	γ Date: 03/25/2015	Wed 03/25/2015 04:51 AM - 11:42 AM LP	Wed 03/25/2015 12:13 PM - 01:45 PM	Totals	OVTIME	REGULAR	γ Date: 03/26/2015	Thu 03/26/2015 04:54 AM - 10:02 AM LP	Thu 03/26/2015 10:32 AM - 02:12 PM	Totals	OVTIME	REGULAR	y Date: 03/27/2015	Fri 03/27/2015 05:21 AM - 11:32 AM LP	
	Time In - Out Hours Earnings Worked Department Worked Jobs Worked Work Order	Time In - Out Hours Code Worked Department Worked Jobs Worked Work Order	te In Time In - Out Hours Code Worked Department Worked Jobs Worked Work Order 2Q1033982 E. 03/23/2015	Time In - Out Hours Code Worked Department Worked Jobs Worked Work Order 201033982 04:58 AM - 10:42 AM LP 5.73 000200 LA CO. WHITTIER 269 LA CO. WHITTIER	Time In - Out Hours Code Worked Department Worked Jobs Worked Work Order 04:58 AM - 10:42 AM LP 5.73 000200 LA CO. WHITTIER 269 LA CO. WHITTIER 11:12 AM - 02:15 PM 3.05 000200 LA CO. WHITTIER 269 LA CO. WHITTIER	Time In - Out Hours Code Worked Department Vorked Jobs Worked Work Order 04:58 AM - 10:42 AM LP 5.73 000200 LA CO. WHITTIER 269 LA CO. WHITTIER 11:12 AM - 02:15 PM 3.05 000200 LA CO. WHITTIER 269 LA CO. WHITTIER Inotals Hours Rate Dollars	Time In - Out Hours Code Worked Department Code Worked Jobs Worked Work Order 04:58 AM - 10:42 AM LP 5.73 5.73 000200 LA CO. 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CleanStreet, Inc.

Prepared On: 04/14/2015 09:40:51 AM

DAILY Time Card Report (WITH NOTES)

Date Range: 03/23/2015 - 04/05/2015

Department: 000200

	Worked Work Order Number		269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681	
Employee	Worked Department Worked Jobs	2Q1033982	LA CO. WHITTIER	Dollars	\$32.03	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$29.40	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$13.13	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$14.18	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	
First Name			000200	Rate	\$31.5000	\$21.0000		000200	000200	Rate	\$31.5000	\$21.0000		000200	000500	Rate	\$31.5000	\$21.0000		000200	000200	Rate	\$31.5000	\$21.0000		000200	000500	
	Hours Earnings Code		2.83	Hours	1.02	8.00		5.98	2.95	Hours	0.93	8.00		6.10	2.32	Hours	0.42	8.00		6.92	1.53	Hours	0.45	8.00		5.12	3.82	
Department . Last Name	Date in Time in - Out	0002000	P Fri 03/27/2015 12:02 PM - 02:52 PM	Totals	OVTIME	REGULAR	Pay Date: 03/30/2015	P Mon 03/30/2015 04:53 AM - 10:52 AM LP	P Mon 03/30/2015 11:22 AM - 02:19 PM	<u>Totals</u>	OVTIME	REGULAR	Pay Date: 03/31/2015	P Tue 03/31/2015 04:55 AM - 11:01 AM LP	P Tue 03/31/2015 11:33 AM - 01:52 PM	<u>Totals</u>	OVTIME	REGULAR	Pay Date: 04/01/2015	P Wed 04/01/2015 04:52 AM - 11:47 AM LP	P Wed 04/01/2015 12:17 PM - 01:49 PM	<u>Totals</u>	OVTIME	REGULAR	Pay Date: 04/02/2015	P Thu 04/02/2015 04:52 AM - 09:59 AM LP	P Thu 04/02/2015 10:28 AM - 02:17 PM	

CleanStreet, Inc. Prepared On: 04/14/2015 09:40:51 AM Date Range: 03/23/2015 - 04/05/2015

Department: 000200

Total for 000200

CleanStreet, Inc.

Prepared On: 04/14/2015 09:40:51 AM

Powered by Automatic Data Processing, Inc. Page 3 of 4

DAILY Time Card Report (WITH NOTES)

Date Range: 03/23/2015 - 04/05/2015

Department: 000200

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	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)	4.1 N/A - We use computerized records of actual time worked to create payroll.
4.1.	 If records of actual time worked are not used to create payroll, what is the source document that is used? 	4.2 N/A - We use computerized records of actual time worked to create payroll.4.3 N/A - We use computerized records of actual time worked to create payroll.
4.2.	Who prepares and who checks the source document?	4.4 N/A - We use computerized records of actual time worked to crate payroll.
4.3.	i. Does the employee sign it?	
4.4.	 Who approves the source document, and what do they compare it with prior to approving it? 	
5.	BREAKS	5.1 Employees clock out for meal breaks or signs agreement for On-Duty Meal period.
5.1.	 How does the Proposer know that employees take mandated breaks and meal breaks 	these breaks.
	(periods)?	5.2 All breaks are listed within each employee's timecard report.
5.2.	2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?	5.3 The Payroll Administrator prepares, reviews, and approves documentation.
5.3.	If so, who prepares, reviews, and approves such documentation?	

QUESTION

HOW PAYROLL IS PREPARED

<u>ن</u>

- Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?
- AN CHECK AND PAY CHECK STUB DEDUCTION PAY ACCOUNT ₽ J OF A **EMPLOYEE INFORMATION)** AND (COVER BANK ATTACH A COPY SHOWS DOUT **NFORMATION** CATEGORIES BLOCK HAT 6.5.

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

- 6.1 We input the information into a payroll program, transmit it over the Internet to a check processing system, and receive the checks the next day.
- 6.2 Employees receive automated checks.
- we may separate information into two or more checks to overcome the program. Since when dealing with employees who have worked on more than one prevailing wage job, 6.3 We do not split straight time and overtime into two separate payments, however, we breakup the actual prevailing wage rate into its different parts, employee checks show the total number of regular and overtime hours, tax deductions and any other deductions that were taken out.
- deductions, hours paid broken down into Regular, Overtime, Double-time, etc. 6.4 Withholdings for Federal Taxes, SDI, Medicare, State Taxes, any and all
- 6.5 Please see attached

009-0001

CLEANSTREET INC 1937 W 169TH STREET GARDENA, CA 90247-5253 (310)538-5888

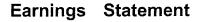
Taxable Marital Status:

Exemptions/Allowances:

Federal:

1

CA:



Period Beginning: Period Ending:

03/23/2015 04/05/2015

Pay Date:

04/10/2015



Earnings	rate	hours	this period	year to date
Regular	21.0000	80.00	1,680.00	13,054.44
Overtime	31.5000	7.10	223.65	2,364.42
Cert Pr Ot				66.32
Holiday				336.00
Vacation				168.00
	Gross Pay		\$1,903.65	15,989.18
Deductions	Statutory			
	Federal Incom	е Тах	-163 . 26	1,436.86
	Social Security	Tax	-115 . 73	975.27
	Medicare Tax		- 27 . 07	228.09
	CA State Inco	me Tax	-30 .66	283.68
	CA SUI/SDI T	ax	-16 .80	141.57
	Other			
	Medical Aetna		-37 .00*	259.00
	401(K)		-57 .11*	381.92
	Net Pay		\$1,456.02	
	Saving 1		-100 .00	
	Net Check		\$1,356.02	

Other Benefits and Information	this period	total to date
Er Medical Cont		2.33
Er Pen		16.89
Er Training		1.51
Deposits		
Account No.		xxxx3092
Transit/ABA		XXXX XXXX
Amount		\$100.00

* Excluded from federal taxable wages

CLEANSTREET INC

(310)538-5888

1937 W 169TH STREET GARDENA, CA 90247-5253

Your federal taxable wages this period are \$1,809.54

© 2000 ADP. 11.0

90-4182/1211

Payroll check number: 0004880935

Pay date:

04/10/2015

Pay to the order of:

This amount:

ONE THOUSAND THREE HUNDRED FIFTY SIX AND 02/100 DOLLARS

\$1356.02

ISSUED BY AND INTROM-NEWSFIATHE ASSISTANCE ON THE ASSISTANCE AVAILABLE AT 877-423-7243

VOID AFTER 180 DAYS

BANK OF AMERICA COMMUNITY DEVELOPMENT BANK 1500 NEWELL AVENUE, SUITE 200 WALNUT CREEK, CA 94596

#O4880935# #121141822# 7313006922#

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	7.1 Manual checks are processed through our same payroll system for any necessary
QUESTION	7 MANIJAI DAXBOI SXSTEM

adjustments that may need to be made to a paycheck.

MANUAL PAYROLL SYSTEM

describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a If the Proposer uses a manual payroll system check.

7.2 Multiple wage rates usually have a different job code, so any regular, overtime, and

double-time rates in those codes would be manually overridden.

the Proposer's standard rate for other non-County work), how does the person County's Living Wage rate for County work and preparing the payroll calculate total wages paid? If the employee has multiple wage rates (i.e., 7.2.

AUTOMATED PAYROLL SYSTEM

- services to an outside firm, describe the steps If the Proposer uses an automated payroll system or contracts for such automated payroll taken to prepare the payroll.
- County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated If the employee has multiple wage rates (i.e., payroll system calculate total wages paid? 8.2.
- Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation? 8.3
- they are usually tied to a particular job number that either has the rates preprogrammed, hours worked within a particular job number. Payroll information is input in this manner employee and breaking down the total number of regular, overtime, and double-time to help provide job costing information.. When employees have multiple wage rates, 8.1 A printout is generated from the timekeeping system showing the name of each or a note of the rate amount to overwrite with.
- 8.2 Multiple wage rates usually have a different job code, so any regular, overtime, and double-time rates in those codes would be manually overridden.
- 8.3 Combination of preprogrammed and manual overrides.

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
တ်	TRAVEL TIME	9.1 Employees are paid their hourly wage for travel time.
9.1.	. How is travel time during an employee's shift paid?	9.2 Travel time is paid at the employee's hourly rate.
9.2.		9.3a Wages would be determined by Job Number and Work Order Number. Each Job Number and Work Order Number has a specific code and if any jobs/work orders require a certain wage rate, entering those codes would activate the specific wage rates.
	 Discuss now the Proposer calculates the day's wages for each situation described in the following two examples: 	9.3b The employee would be paid by his/her rate unless the Job Number and Work
	a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.	hourly rate would be overridden.
,	b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	
. 0	10. OVERTIME 10.1. How does the Proposer calculate overtime	10.1 Overtime is calculated daily after 8 hours and then weekly after 40 hours. Double-time is calculated after 12 hours.
10	wages? 10.2. What if the employee has multiple wage rates?	10.2 Multiple wage rates usually have a different job code, so any regular, overtime and double-time rates in those codes would be manually overridden.
Ric Print	Print Name: Rick Anderson	CleanStreet
Sign	Signature: // // // // // Signature: // // // // // // // // // // // // //	Date: April 13, 2015

VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: April 13 , 20 °				·	D HEKERA DE			
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.								
2. Name of Service: Stateme	nt of Qualifica	ations for	Street Swe	eeping Se	ervices (2015-SC	QPA004	4)	
			DECLARA	ANT INFORM	IATION			
3. Name Of declarant: Rick A	nderson	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
4. I Am duly vested with the auth	nority to make and	sign instrume	ents for and on	behalf of the	Proposer(s).			
5. My Title, Capacity, Or Relation	nship to the Propo	ser(s) is: Co	orporate Se	ecretary				
			PROPOSI	ER INFORM	IATION			
6. Proposer's full legal name:	Richard Wall	ace Ande	rson			Telepho	one No.: 80	0.225.7316 x108
Physical Address (NO P.O. B	OX): 1937 W.	169th St	reet, Garde	ena, CA 9	0247	Mobile	No.: 310.7	740.1601
e-mail: randerson@clea	nstreet.com					Fax No	: 310.538	3.8015
County WebVen No.: 50374	45-02	IRS No	o.: 95-4147	708		Busine	ss License I	No.: 9023
7. Proposer's fictitious business name(s) or dba(s) (if any):								
County(s) of Registration: State: Year(s) became DBA:					BA:			
8. The Proposer's form of business entity is (CHECK ONLY ONE):								
Sole proprietor Name of Proprietor:								
Corporation's principal place of business: 1937 W. 169th Street, Gardena, CA 90247			······································					
State of incorporation: Califor		lifornia	Year incorporated: 2000		porated: 2003			
Non-profit corporation certified under IRS 501(c) 3 ar with the CA Attorney General's Registry of Charitable								
with the CA Attorney	General's Registry	of Chantable	т	Secretary				
A general partnership	O:		Names of p					
A limited partnership	•			neral partner				
A joint venture of:				int venturers				
A limited liability com			<u> </u>	anaging mem	iber:			
9. The only persons or firms inte	rested in this prop	osal as princi	pals are the fol	lowing:	T			
Name(s) Jere Costello		Title Presi	dent	Phone 800.225.7316 x103		03	Fax 310.538.8015	
Street 1937 W. 169th Stre	et	^{City} Gard	ena	State California			^{Zip} 90247	
Name(s) Rick Anderson		Title Secre	etary	Phone 800.225.7316 x108		Fax 310.538.8015		
Street 1937 W. 169th Stre	et	^{City} Gard	ena	State California Zip 90247		^{Zip} 90247		
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? X No Session Yes If yes, name of parent firm: State of incorporation/registration of parent firm:								
11. Has your firm done business under any other name(s) within the last five years? X No Yes If yes, please list the other name(s): Name(s): Year of name change: Year of name change:								
12. Is your firm involved in any μ If yes, indicate the associated α	ompany's name: _			Yes				
 13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final. 14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief. 								
I declare under penalty of perjury	under the laws of	California th	at the above in	romation is t	rue and correct.		Т	
Signature of Proposer or Authori	zed Agent:		K-/2	M	Lum 1		Date: Ap	ril 13, 2015
Type name and title: Rick Anderson, Secretary								

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Com	npany Name: CleanStreet					
) 	npany Address: 1937 W. 169th Stree					
	Gardena	St	ate: CA	Zip Code: 90247		
	phone Number: 800.225.7316 x103					
If yo appr Serv	e of Goods or Services): Statement of ou believe the Jury Service P ropriate box in Part I (you must a rice Program applies to your bu gram. Whether you complete Par	rogram does not apply attach documentation to siness, complete Part II	to your support y to certify	business, check the rour claim). If the Jury r compliance with the		
Part I	: Jury Service Program Is Not Applicabl	e to My Business				
	My business does not meet the definit aggregate sum of \$50,000 or more in a (this exception is not available if the context exception will be lost and I must comply sum of \$50,000 in any 12-month period	iny 12-month period under one on ontract/purchase order itself will y with the Program if my revenu	or more Cour exceed \$50	nty contracts or subcontracts, 000). I understand that the		
	My business is a small business as defigross revenues in the preceding twel \$500,000 or less; and, 3) is not an affiliabelow. I understand that the exemption employees in my business and my gros	ve months which, if added to the te or subsidiary of a business do on will be lost, and I must cor	the annual a ominant in its nply with the	amount of this contract, are field of operation, as defined		
	"Dominant in its field of operation" me employees, and annual gross revenues the contract awarded, exceed \$500,000	in the preceding twelve months	oloyees, inclu , which, if ad	iding full-time and part-time ded to the annual amount o		
	"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.					
	My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. ATTACH THE AGREEMENT.					
Part II	l: Certification of Compliance					
	My business has and adheres to a written policy that provides, on an annual basis, no less than five days or regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.					
declare nd corre	under penalty of perjury under the law	s of the State of California tha	at the inform	nation stated above is true		
Print Name		Title:				
Rick An	derson	Secretary				
ignature:	// /	Date:				
/	K. Miderin	April 13, 2015				

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Statement of Qualifications for Street Sweeping Services (2015-SQPA004) PROPOSED CONTRACT FOR:

SERVICE BY PROPOSER CleanStreet

PROPOSAL DATE: April 15, 2015

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	65	65	63	65	64	322	99
2. Total dollar amount of Contracts (in thousands of dollars).	16.5 million	15.6 million	15.1 million	16.5 million 15.6 million 15.1 million 15.6 million	15.2 million	78 million	16.0 million
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	2	-	_	0	_	5	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	90	77	_	0	148	316	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Rick Anderson

Name of Proposer or Authorized Agent (print)

Signature

April 13, 2015

)ate

CONFLICT OF INTEREST CERTIFICATION

ı, Rick A	ndersor	
	sole o	wner ·
	genera	al partner
		ging member
		ent, Secretary, or other proper title)
of CleanS	treet	
		Name of proposer
		in support of a proposal for a contract with the County of Los Angeles for services within the County Code Section 2.180.010, which provides as follows:
contra below	act with, , unless	chibited . A. Notwithstanding any other section of this code, the county shall not and shall reject any bid or proposal submitted by, the persons or entities specified the board of supervisors finds that special circumstances exist which justify the ch contract.
	1.	Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
	2.	Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
	3.	Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
		(a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
		(b) Participated in any way in developing the contract of its service specifications; and
	4.	Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.
contract do no that no County competing cor capacity by th understand ar	ot fall with a employentract, ar ae Contra ad agree	ormed and believe that personnel who developed and/or participated in the preparation of this scope of the Los Angeles County Code, Section 2.180.010, as cited above. Furthermore whose position in the County enables him/her to influence the award of this contract, or and no spouse or economic dependent of such employee is or shall be employed in an actor herein, or has or shall have any direct or indirect financial interest in this contract. That any falsification in this Certificate will be grounds for rejection of this Proposal and tract awarded pursuant to this Proposal.
I certify under	Λ	f perjury under the laws of California that the foregoing is true and correct.
Signed	/\/	Date April 13, 2015

CONFIDENTIAL

PROPOSER'S REFERENCE LIST

PROPOSER NAME: CleanStreet

PROPOSED CONTRACT FOR: Statement of Qualifications for Street Sweeping Services (2015-SQPA004)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Street Sweeping	SERVICE DATES: 2011 - current
DEPT/ DISTRICT: South Whittier / West Whittie	r
CONTACT: Mr. Brian Le	
TELEPHONE: 562.869.1176	
FAX: 562.862.3718	
E-MAIL: ble@dpw.lacounty.gov	

SERVICE: Street Sweeping	SERVICE DATES: 2011 - current
DEPT/DISTRICT: Azusa, Covina, Claremont	
CONTACT: Mr. David Oboza	
TELEPHONE: 626.337.1277	
FAX: 626.962.3982	
E-MAIL: doboza@dpw.lacounty.gov	

	SERVICE: Street Sweeping	SERVICE DATES: 2011 - current
	DEPT/ DISTRICT: As-Needed	
	CONTACT: Mr. Edwin Manoukian	· ·
	TELEPHONE: 626.458.4057	
-	FAX: 626,458.4194	
-	E-MAIL: emanoukian@dpw.lacounty.c	IOV

SERVICE: Street Sweeping	SERVICE DATES: 2008 - current				
DEPT/DISTRICT: County Sanitation District LA - Calabasas					
CONTACT: Ms. Karen Streeter, Purchasing					
TELEPHONE: 562.908.4288 x1413					
FAX: 562.699.8665					
E-MAIL: kstreeter@lacsd.org					

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Street Sweeping	SERVICE DATES: 2008 - current
AGENCY/ FIRM: city of Upland	
ADDRESS: 1370 N. Benson Avenue, Upl	and, CA 91786
CONTACT: Acquanetta Warren	
TELEPHONE: 909.291.2930	
FAX: 909.297.2974	
E-MAIL: awarren@ci.upland.ca.us	

SERVICE: Street Sweeping	SERVICE DATES: 2008 - current
AGENCY/ FIRM: City of Fontana	
ADDRESS: 16489 Orange Way, Fo	ntana, CA 92335
CONTACT: Tony Mata	
TELEPHONE: 909.350.6772	
FAX: 909.350.6755	
E-MAIL: tmata@fontana.org	

SERVICE DATES: 2001 - current
ntario, CA 91761

SERVICE: Street Sweeping	SERVICE DATES: 2013 - current
AGENCY/ FIRM: City of Rialto c/o Burrtec Was	ste
ADDRESS: 9890 Cherry Avenue, Fontan	
CONTACT: Richard Nino	
TELEPHONE: 909.429.4200	
FAX: 909.429.4290	
E-MAIL: rnino@burrtec.com	

CONFIDENTIAL

PROPOSER'S REFERENCE LIST

PROPOSER NAME: CleanStreet **PROPOSED CONTRACT FOR:** Statement of Qualifications for Street Sweeping Services (2015-SQPA004) Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required. A. **COUNTY OF LOS ANGELES AGENCIES** All contracts with the County during the previous three years must be listed. SERVICE DATES: 2011 - current SERVICE: Street Sweeping SERVICE: SERVICE DATES: DEPT/ DISTRICT: DEPT/DISTRICT: Marina Del Rev CONTACT: CONTACT: Mr. Jeffrey Donaldson TELEPHONE: 310.348.6448 x235 TELEPHONE: FAX: 310.649.0402 FAX: E-MAIL: jdonald@dpw.lacounty.gov E-MAIL: SERVICE DATES: SERVICE: SERVICE: SERVICE DATES: DEPT/ DISTRICT: DEPT/DISTRICT: CONTACT: CONTACT: TELEPHONE: TELEPHONE: FAX: FAX: E-MAIL: E-MAIL: OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES B. SERVICE: SERVICE DATES: SERVICE: SERVICE DATES: AGENCY/ FIRM: AGENCY/ FIRM: ADDRESS: ADDRESS: CONTACT: CONTACT: TELEPHONE: TELEPHONE: FAX: FAX: E-MAIL: E-MAIL: SERVICE: SERVICE DATES: SERVICE DATES: SERVICE: AGENCY/ FIRM: AGENCY/ FIRM: ADDRESS: ADDRESS: CONTACT: CONTACT: TELEPHONE: TELEPHONE: FAX: FAX: E-MAIL:

E-MAIL:

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Propos	er's Name CleanStreet				
	s 1937 W. 169th Street, Gardena, CA 90247				
	Revenue Service Employer Identification Number 95-4147708		•		
that treat sex	ecordance with Los Angeles County Code, Section 4.32.010, the Propo- all persons employed by it, its affiliates, subsidiaries, or holding com- red equally by the firm without regard to or because of race, religion, and and in compliance with all anti-discrimination laws of the United States of alifornia.	npanies cestry, n	are ar ational	nd will be origin, or	
1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.				
2.		NO YES NO			
3.		YES NO			
4.	⊠.	YES			
	establishment of goals and timetables.		L	NO	
Propos	er CleanStreet				
	zed representative Rick Anderson		•		
Signati	A A Mariana	Date Apr	il 13, 2	015	

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service				
			·				
-		·					
			·				
			·				
		·					

County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers reconsideration of	esponding to the of the proposal.	Request	for Pro	osals i	nust cor	mpl	lete and ret	urn tl	nis forn	n for prop	er		
FIRM NAME:	CleanStreet												
	(WebVen) Vendo	r Number:	5037/	15_02									
	LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:												
	As Local SBE certified by the County of Los Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.												
	Attached is a copy of Local SBE certification issued by the County.												
	ZATION INFORMATI							ses or	ılv On fin	al analysis	and o	considera	tion of
award, contract	tor/vendor will be selec	cted without	t regard to	race/ethn	icity, color,	reli	gion, sex, natio	onal or	igin, age,	sexual orier	ntatio	n, or disa	bility.
Business Str	ructure: Sole I	Proprietorsh	nip 🔲 P	artnership		M	Corporation	\(\sigma\) N	onprofit	☐ Franch	ise		
Oth	ner (Please Specif	y):											
Total Numbe	r of Employees (incl	uding owne	rs): 129										
Race/Ethnic	Composition of Firm	. Please di	stribute the	above to	tal numbe	r of i	individuals into	the fo	llowing ca	ategories:			
Race/Ethn	ic Composition		Owners/Partners/ Associate Partners			Managers				Staff			
an an			Male	F	emale [.]		Male	Fe	male	Male		Fema	ale
Black/Africa	an American									3			
Hispanic/La	atino						2			103	_	8	
Asian or Pa	cific Islander									2			
American Ir	ndian										\dashv		
Filipino											+		
White			1				2		<u>1</u>	7			
III. <u>PERCENTAGE</u>	OF OWNERSHIP IN	FIRM: Plea	ase indicat	e by perce	entage (%)	hov	w <u>ownership</u> of	the fin	m is distri	buted.			
	Black/African American	Hispanio	ic/ Latino Asian or Pacific			American Indian		Filipino			White	0/	
Men	%					%		%				0	%
Women	%		%			%		%		<u>%</u>			%
currently certifi	ON AS MINORITY, Ved as a minority, wo ttach a copy of your pr	men, disad	Ivantaged	or disabl	ed veterar	1 04	vned business	BUSI enter	NESS E prise by	NTERPRISE a public ag	ency	, comple	te the
	Agency Name			Minority	Wome	n	Disadvanta	ged	Disable	d Veteran	Ex	piration	Date
								1			<u> </u>		
	N: I DECLARE UNDE		Y OF PER	JURY UN	IDER THE	LA	WS OF THE S	TATE	OF CALI	FORNIA TH	AT T	HE ABO	VE
Authorized Sign	nature:		1		Title					Date:			
LOCAL SPE FIRM	ORGANIZATION FORM	UU ADOC OAA	C Rev 0	9/20/07 [tary 707			April 13	3, 20	D15	

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

tori	m with their proposal.	
A.	Proposer has a proven record of hiring GAIN/G	ROW participants.
	YES (subject to verification by Coun	ity) NO
B.	GAIN/GROW participants for any future empl	job openings and job requirements to consider oyment openings if the GAIN/GROW participant ning. "Consider" means that Proposer is willing to
	XYESNO	
C.	Proposer is willing to provide employe employee-mentoring program, if available.	d GAIN/GROW participants access to its
	NON/	A (Program not available)
S	signature /	Title
	K. Malin	Secretary
F	irm Name	Date
C	leanStreet	April 13, 2015

TRANSMITTAL FORM TO REQUEST AN RESQ SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within ten business days of issuance of the solicitation document

Proposer Name: CleanStreet	Date of Request:
Project Title: Statement of Qualifications for Street Sweeping Serv	Project No. SQPA004
A Solicitation Requirements Review is being unfairly disadvantaged for the following reason(Application of Maximum Requirements	g requested because the Proposer asserts that they are beings): (check all that apply)
Aprication of valuation Criteria Cation of Susing se Requirements	ss may result in the County not receiving the
I understand that this request must be received solicitation document.	by the County within ten business days of issuance of the
For each area contested, Proposer must explain (Attach additional pages and supporting documents)	n in detail the factual reasons for the requested review. entation as necessary.)
Request submitted by:	
(Name)	(Title)
For	County use only
Date Transmittal Received by County:	Date Solicitation Released:
Reviewed by:	
Results of Review - Comments:	
Date Response sent to Proposer:	

CHARITABLE CONTRIBUTIONS CERTIFICATION

CleanStreet		
Company Name		
1937 W. 169th Street, Gardena, CA 90247		
Address		
95-4147708		
Internal Revenue Service Employer Identification Number		
N/A		
California Registry of Charitable Trusts "CT" number (if applicable)		
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements Trustees and Fundraisers for Charitable Purposes Act, which regulate charitable contributions.	s to Californ es those rec	ia's Supervision of eiving and raising
CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or 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.	(X)	
OR	YES	NO
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.		
R. / M. April 13, 2	2015	
Signature Date		
Rick Anderson, Secretary		
Name and Title (please type or print)		

DATE

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

	COMPANY NAME: CleanStreet					
	COMPANY ADDRESS: 1937 W. 169th Street					
	CITY: Gardena	STATE: CA	ZIP CODE: 90247			
×	I am <u>not</u> requesting consideration und Preference Program.	ler the County's Tr	ansitional Job Opportunities			
I	hereby certify that I meet all the requirement	s for this program:				
	My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (attach IRS Determination Letter);					
	I have submitted my three most recent an	nual tax returns with	my application;			
	I have been in operation for at least supportive services to program participant	I have been in operation for at least one year providing transitional job and related supportive services to program participants; and				
	designed to help the program participant	I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.				
	I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.					
	PRINT NAME: TITLE:					
	Rick Anderson Secretary					
	SIGNATURE: DATE:					
	K. Gudum	1	April 13, 2015			
R	REVIEWED BY COUNTY:					

SIGNATURE OF REVIEWER

APPROVED DISAPPROVED

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME	: CleanStreet		
	not had any contracts terminate	d in the past three years	s.
are those contracts terminated, please a Proposer or not. An noted that contracts	terminated by an agency or firm ttach an explanation on a <u>separa</u> by and all terminated contracts s	before the contract's ex te sheet, whether the thould be accompanied	three years. Terminated contracts expiration date. If a contract(s) was termination was at the fault of the with an explanation. It should be ty is only seeking information on
SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:
NAME OF TERMINAT	I TING FIRM	NAME OF TERMINA	ATING FIRM
ADDRESS OF FIRM		ADDRESS OF FIRM	1
CONTACT PERSON:		CONTACT PERSOI	N: .
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
E-MAIL:		E-MAIL:	
SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:
NAME OF TERMINAT	TING FIRM	NAME OF TERMIN	ATING FIRM
ADDRESS OF FIRM		ADDRESS OF FIRM	Λ
CONTACT PERSON:		CONTACT PERSO	N:
TELEPHONE:		TELEPHONE:	·
FAX:		FAX:	
E-MAIL:	1 Par Nicon	E-MAIL:	

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: <u>CleanStreet</u>
Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.
Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.
A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)
 Against Proposer; Principal; Both (check as appropriate) Name of Litigation/Judgment: Case Number: Court of Jurisdiction: Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):
B. □ Pending Litigation □ Threatened Litigation □ Judgment (check one)
 Against □ Proposer; □ Principal; □ Both (check as appropriate) Name of Litigation/Judgment: Case Number: Court of Jurisdiction: Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):
Signature of Proposer: Date: April 13, 2015

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

STREET SWEEPING SERVICES (2015-SQPA004)

Clear	nStreet
Propo	ser's Name
1937	W. 169th Street, Gardena, CA 90247
Addre	SS
\boxtimes	If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this RFSQ, and Proposer <u>will</u>
	procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
	If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this RFSQ, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
Sign	nature of Proposer: April 13, 2015

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

ine Fic	oposer certines triat.		
\boxtimes	It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206; AND		
		onable inquiry, the Proposer/Bidder/Contractor is as Angeles County Code, Section 2.206.020.E, on ation; AND	
	The Proposer/Bidder/Contractor agrees to Reduction Program during the term of any a	comply with the County's Defaulted Property Tax awarded contract.	
	-OF	₹-	
	I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:		
	e under penalty of perjury under the laws of a is true and correct.	the State of California that the information stated	
Print N	ame: Rick/Anderson	Title: Secretary	
	gnature: Date: April 13, 2015		

REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74, and is also available on the Veterans Affairs Website at: http://www.vetbiz.gov.

\boxtimes	I AM NOT a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
	<u>I AM</u> certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm: CleanStreet	County Webven No. 503745-02
Print Authorized Name: Rick Anderson	Title: Secretary
Authorized Signature: K. M. Selem	Date: April 13, 2015

APPROVED	DISAPPROVED	DATE
	APPROVED	APPROVED DISAPPROVED

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ STREET SWEEPING SERVICES (2015-SQPA004)

PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

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

PROPOSER MUST CHECK A BOX IN EVERY SECTION

At the time of Statement of Qualifications submission, Proposer must meet the following minimum requirements:

1. The Proposer or its managing employee must have a minimum of three years of experience performing street sweeping services.

Yes. Proposer or its managing employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer or Proposer's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
D' 1 A	09/1989	Supervising and managing Street Sweeping	7
Rick Anderson	04/2015	Contracts	

No. Proposer or its managing employee <u>does not</u> meet the experience requirement stated above.

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

Signature /	Title
K. Melinin	Secretary
Firm Name	Date
CleanStreet	April 13, 2015

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Statement of Qualifications (RFSQ) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFSQ, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

	County under the contract. I will pay an	hourly wage of	for those employees who will be providing services to the of not less than \$11.84 per hour per employee.		
×	I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than \$2.20 per hour per employee. I will pay an hourly wage of not less than \$11.84 per hour per employee.				
	I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan at least \$2.20 per hour per employee. I will pay an hourly wage on not less than \$9.64 per hour per employee.				
	Health Plan(s):				
	Company Insurance Group Number:				
	Health Benefit(s) Payment Schedule:				
	Monthly	2 Quarterly	□ Bi-Annual		
	☐ Annually	Other:	(Specify)		
	ASE PRINT COMPANY NAME:				
	CleanSt	reet			
I dec	lare under penalty of perjury under the law	vs of the State	e of California that the above information is true and correct:		
SIGN	NATURE: //		DATE:		
	K MAN MINIMA		April 13, 2015		
PLE	ASE PRINT NAME:		TITLE OR POSITION:		
Dick	Anderson		Secretary		

P:\ASPUB\CONTRACT\MASTER\LWDECLARATION.DOC Rev. PW 02/13/07

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. CHECK EACH APPLICABLE BOX.

LIVING WAGE ORDINANCE:

I have read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

X I have read the provisions of the RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code, Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor

Stand	ards Act, employment of minors, or unlawful employment disc	rimination.			
Histor	ry of Alleged Labor Law/Payroll Violations (Check One):				
×	The Firm HAS NOT been named in a complaint, claim, it Law/Payroll Violation which involves an incident occurring w	nvestigation or proceeding relating to a alleged Labor ithin three years of the date of the proposal; OR			
To the second	The Firm HAS been named in a complaint, claim, inv Law/Payroll Violation which involves an incident occurring attached to this form the required Labor/Payroll/Debarmer allegation.)	within three years of the date of the proposal. (I have			
Histor	y of Determinations of Labor Law/Payroll Violations (Che	ck One):			
×	There HAS BEEN NO determination by a public entity with Firm committed a Labor Law/Payroll Violation; OR	nin the three years of the date of the proposal that the			
	There HAS BEEN a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)				
HISTO	DRY OF DEBARMENT (Check one):				
\boxtimes	The Firm HAS NOT been debarred by any public entity duri	ng the past ten years; OR			
	The Firm HAS been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.				
l decl	are under penalty of perjury under the laws of the State				
_	1 MUM	Rick Anderson, Secretary Print Name and Title			
O	wner's)Agent's Authorized Signature	Fillit Name and the			
<u>C</u>	leanStreet	April 13, 2015			
Pr	int Name of Firm	Date			

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Print Name of Firm

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

		vestigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring vears of the date of the proposal.			
	determination by public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payro value in. A data ment by public a tity listed below within the past ten years.				
Print Na	me of Firm:	Print Name of Owner.			
Print Add	dress of Firm:	Owner's/AGENT's Authorized Signature:			
City, Sta	te, Zip Code	Print Name and Title: .			
Public	c Entity Name				
Public	c Entity	Street Address:			
Addre		City, State, Zip:			
Case	Number/Date	Case Number:			
Claim	Opened:	Date Claim Opened:			
		Name:			
Name	and Address	Street Address:			
	aimant:	City, State, Zip:			
Desci	ription of Work: (e.g., Janitorial)			
Desci	ription of				
	ation and/or				
	osition of ng: (attach				
dispo	sition letter) Liquidated				
Dama	Liquidated iges, Penalties, rment, etc.)				

Additional Pages are attached for a total of ______pages.
P:\aspub\contract\angle\langle\tau\street sweeping\contract\angle\tau\forall ToF-PROP A.DOCDOC PW Rev. 12/2002

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: <u>CleanStreet</u>			
Name of Proposer's Health Plan:	Aetna	Date: April 13, 201	5

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)		LIST ANY COPAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 357.99 \$ 787.57 \$ 644.39 \$ 1,109.76	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 297.99 \$ 297.99 \$ 297.99 \$ 297.99	
Any Annual Deductible? Per Person Per Family	Y N Y N	\$.	0
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	Y N Y N	\$	\$2,000 \$4,000
Any Lifetime Maximum? Per Person Per Family	Y N Y N	\$ N/A \$ N/A	None .
Ambulance coverage	Y N	\$	0
Doctor's Office Visits	Y N	\$	\$20.00
Emergency Care	Y N	\$	\$100.00
Home Health Care	Y N	\$	0
Hospice Care	Y N	\$	\$500.00 in-patient
Hospital Care	Y N	\$	\$500.00
Immunizations	Y N	\$	0
Maternity	Y N	\$	\$20.00
Mental Health	Y N	\$	\$10.00
Mental Health In-Patient Coverage	Y N	\$	10% after deductible

LW-7 - PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	\$10.00
Physical Therapy	Y N	\$	\$30.00
Prescription Drugs	Y N	\$	\$15.00 / \$30.00
Routine Eye Examinations	Y N	\$	0
Skilled Nursing Facility	Y N	\$	\$500.00 (limited to 100 days per year)
Surgery	Y N	\$	\$500.00
X-Ray and Laboratory	Y N	\$	0

Under this	health	plan,	a full	time	employee:
------------	--------	-------	--------	------	-----------

\boxtimes	Becomes eligible for health insurance coverage a	after <u>C</u>	<u>90</u> days	of employment.
-------------	--	----------------	----------------	----------------

Is defined as an employee who is employed more than 32 hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS $\underline{0}$ DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS $\underline{}$ DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS $\underline{5}$ DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: CleanStreet			
Name of Proposer's Health Plan:	Kaiser	Date: April 13, 2015	

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 389.57 \$ 857.05 \$ 701.22 \$ 1,207.66	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 269.57 \$ 269.57 \$ 269.57 \$ 269.57	
Any Annual Deductible? Per Person Per Family	Y N Y N	\$ \$	\$500.00 \$1,000.00
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	Y N Y N	\$ \$	\$3,000.00 \$6,000.00
Any Lifetime Maximum? Per Person Per Family	Y N Y N	\$ N/A \$ N/A	None
Ambulance coverage	Y N	\$	\$150.00
Doctor's Office Visits	Y N	\$	\$10.00
Emergency Care	Y N	\$.	10% after deductible
Home Health Care	Y N	\$	0 (up to 100 visits per year)
Hospice Care	Y N	\$	0
Hospital Care	Y N	\$	10% after deductible
Immunizations	Y N	\$	0
Maternity	Y N	\$	0 .
Mental Health	Y N	\$	10% after deductible
Mental Health In-Patient Coverage	Y N	\$	10% after deductible

LW-7 - PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	\$10.00
Physical Therapy	Y N	\$	\$10.00
Prescription Drugs	Y N	\$	\$10.00 / \$20.00 / \$30.00
Routine Eye Examinations	Y N	\$	0
Skilled Nursing Facility	Y N	\$	10% after deductible
Surgery	Y N	\$	10% after deductible
X-Ray and Laboratory	Y N	\$	\$10.00

Under this	health	plan,	a full	time	employee
------------	--------	-------	--------	------	----------

\times	Becomes eligible for health ins	surance coverage after	90 days of employment.
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Is defined as an employee who is employed more than 32 hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS $\underline{3}$ DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS $\underline{5}$ DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS $\underline{5}$ DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS $\underline{6}$ DAYS.

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

CleanS	treet will NOT be using Subcontr	ractors of any kind.	Statement of Qualifications for Street Sweeping 2015-SQPA004
Com	pany Address:		
City:		State:	Zip Code:
	phone Number:		
lf yo appr Serv	e of Goods or Services): bu believe the Jury Service Program opriate box in Part I (you must attach d ice Program applies to your business, ram. Whether you complete Part I or Pa	ocumentation to suppor complete Part II to cert	t your claim). If the Jury tify compliance with the
Part I:	Jury Service Program Is Not Applicable to My Be	usiness	
	My business does not meet the definition of "coraggregate sum of \$50,000 or more in any 12-mor (this exception is not available if the contract/pure exception will be lost and I must comply with the F sum of \$50,000 in any 12-month period.	nth period under one or more C chase order itself will exceed \$	ounty contracts or subcontracts 50,000). I understand that the
	My business is a small business as defined in the gross revenues in the preceding twelve months \$500,000 or less; and, 3) is not an affiliate or subsibelow. I understand that the exemption will be employees in my business and my gross annual results.	which, if added to the annua diary of a business dominant in lost, and I must comply with	al amount of this contract, are its field of operation, as defined the Program if the number of
	"Dominant in its field of operation" means having employees, and annual gross revenues in the pred the contract awarded, exceed \$500,000.	g more than ten employees, ir ceding twelve months, which, if	ncluding full-time and part-time added to the annual amount of
	"Affiliate or subsidiary of a business dominant in 20 percent owned by a business dominant in its stockholders, or their equivalent, of a business dominant in the stockholders are their equivalent, of a business dominant in the stockholders."	field of operation, or by partner	a business which is at least ers, officers, directors, majority
	My business is subject to a Collective Bargainir provisions of the Program. ATTACH THE AGREE	ng Agreement that expressly p	provides that it supersedes all
Part Ii:	Certification of Compliance		
	My business has and adheres to a written policy regular pay for actual jury service for full-time empl company will have and adhere to such a policy prior	oyees of the business who are	asis, no less than five days of also California residents, or my
declare und correc	nder penalty of perjury under the laws of the St t.	ate of California that the info	rmation stated above is true
Print Name:		Title:	

Date:

Signature:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

			in NOT be using subcollill actors of any Kind. for Street Sweeping	2015-SQPA004	
PROPOSED CON	SERVICE BY PRO	PROPOSAL DATI Clean Street will NOT he main Sin		This information must	he proposer participa

any principal of

Ittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

(print)
Agent
thorized
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CONFLICT OF INTEREST CERTIFICATION

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

	2015-SQPA004	
☐ Pres	ident, Secretary, or other proper title)	
of		
	Name of proposer	
make this certificatio scope of Los Angele	n in support of a proposal for a contract with the County of Los Angeles for services within the s County Code Section 2.180.010, which provides as follows:	
contract with below, unles	Prohibited . A. Notwithstanding any other section of this code, the county shall not an and shall reject any bid or proposal submitted by, the persons or entities specified as the board of supervisors finds that special circumstances exist which justify the uch contract.	
1.	Employees of the County or of public agencies for which the Board of Supervisors is the governing body;	
2.	Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;	
3.	Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:	
	(a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or	
·	(b) Participated in any way in developing the contract of its service specifications; and	
4.	Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.	
contract do not fall w hat no County emplo competing contract, capacity by the Cont understand and agre	informed and believe that personnel who developed and/or participated in the preparation of the thin scope of the Los Angeles County Code, Section 2.180.010, as cited above. Furthermore, yee whose position in the County enables him/her to influence the award of this contract, or any and no spouse or economic dependent of such employee is or shall be employed in any reactor herein, or has or shall have any direct or indirect financial interest in this contract. The entraction in this Certificate will be grounds for rejection of this Proposal and intract awarded pursuant to this Proposal.	e, ny ny l
certify under penalty	of perjury under the laws of California that the foregoing is true and correct.	
Nama d		

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Cle	anStreet will NOT be using Subcontractors of any kind.	for S		ualifications weeping PA004
Addre	SS			
Intern	al Revenue Service Employer Identification Number			
that trea sex	accordance with Los Angeles County Code, Section 4.32.010, the Prop all persons employed by it, its affiliates, subsidiaries, or holding con ted equally by the firm without regard to or because of race, religion, ar and in compliance with all anti-discrimination laws of the United States california.	mpanies icestry, r	are a nationa	nd will be
1.	The proposer has a written policy statement prohibiting any discrimina all phases of employment.	ation in		YES NO
2.	The proposer periodically conducts a self- analysis or utilization anal its work force.	ysis of		YES NO
3.	The proposer has a system for determining if its employment practic discriminatory against protected groups.	es are		YES NO
4.	Where problem areas are identified in employment practices, the pro- has a system for taking reasonable corrective action to in establishment of goals and timetables.	poser nclude		YES NO
			· —	
Propos	er		,	
Authori	zed representative			
Signatu	ге	Date		

County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

		n																															

Statement of Qualifications for Street Sweeping 2015-SQPA004

									2015-S	QPA004
. EUCAL SIVI	ALL DUSINESS E	NIEKPK	ISE PRE	PEKEN	CE PROGI	(ZAIVI.				·
	Local SBE certifie nsidered for the Lo				ernal Servic	es Departn	nent, I	reques	t this propo	osal/bid be
☐ Atf	tached is a copy of	Local SB	E certific	ation iss	ued by the	County.				
	IIZATION INFORMATI ctor/vendor will be selec									
Business St	ructure: Sole i	Proprietorsh	nip 🔽 P	artnership		Corporation		Vonprofit	☐ Franch	nise
Ot Ot	her (Please Specif	y):								
Total Number	er of Employees (incl	uding owner	rs):							
Race/Ethnic	Composition of Firm	. Please dis	stribute the	above to	tal number of	individuals inf	to the fc	ollowing c	ategories:	
Race/Ethr	ic Composition		1907 Washington Co. Page 1907 Co.	ers/Partr iate Par		Mana	igers			Staff
2.00			Male	Fe	emale	Male	Fe	male	Male	Female
Black/Afric	an American									
Hispanic/L	atino									
Asian or Pa	acific Islander									
American I	ndian									
Filipino										
White										
II. PERCENTAGE	E OF OWNERSHIP IN	FIRM: Plea	ase indicate	e by perce	ntage (%) ho	w <u>ownership</u> c	of the fir	m is distr	ibuted.	
	Black/African American	Hispanic	/ Latino	I .	or Pacific ander	American I	Indian	Fi	lipino	White
Men	%		%		%		%		%	%
Women	%		%		%		%		%	%
currently certif	ON AS MINORITY, William as a minority, wo attach a copy of your pr	men, disad	vantaged	or disable	d veteran o	wned busines				
	Agency Name		J	Minority	Women	Disadvanta	aged	Disable	d Veteran	Expiration Date
. DECLARATIO	N: I DECLARE UNDE	R PENALT	Y OF PER	JURY UNI	DER THE LA	.WS OF THE (STATE	OF CALI	FORNIA TH	AT THE ABOVE
***************************************	N IS TRUE AND CORF									
Authorized Sig	nature:				Title:				Date:	•

GAIN and GROW EMPLOYMENT COMMITMENT

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A.	Proposer has a proven record of hiring GAIN/GF	ROW participants.
	YES (subject to verification by Count	y) NO
B.	Proposer is willing to provide DPSS with all j GAIN/GROW participants for any future employments the minimum qualifications for the openi interview qualified GAIN/GROW participants.	job openings and job requirements to consider syment openings if the GAIN/GROW participant ng. "Consider" means that Proposer is willing to
	YES NO	
C.	Proposer is willing to provide employed employee-mentoring program, if available.	GAIN/GROW participants access to its
	YES NO N/A	(Program not available)
S	Signature	Title
F	Firm Name	Date
Ц		

CHARITABLE CONTRIBUTIONS CERTIFICATION

CleanStreet will NOT be using Subcontractors of any kind	for S	ent of Qualifications Street Sweeping 015-SQPA004
Address		
Internal Revenue Service Employer Identification Number		
California Registry of Charitable Trusts "CT" number (if applicable)		
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to Trustees and Fundraisers for Charitable Purposes Act, which regulates charitable contributions.	to Californi those rec	ia's Supervision of eiving and raising
CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or 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	YES	NO
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		
Name and Title (please type or print)		

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company	Name:						
Company	Address:				,		
City				State:		Zip Code:	
Telephone	Number:		Facsimile Number		Email Addr	ess	
Awarding (Departmen					Contract Term:	
Type of Se	ervice:						
Contract D	ollar Amou	nt:				Contract Number (if any):	4-70
ROPO	SALS My bus	s your claim and S TO PUBLIC WORKS (siness is a nonprofit co	OR FAX TO (626) of the reporation qualified to the report of the report	458-4194 :			
] :	the IRS Determination Letter). My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or few full- and part-time employees; AND						
		Has less than \$1 mi contract amount; OR	Ilion in annual gro	ss revenues in	es in the preceding fiscal year including the proposed		
		Is a technical or pro preceding fiscal year				nillion in annual gro	oss revenues in the
		iness has received an roposition A contracts					

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

CleanStro	eet will NOT I	be using Subcont	tractors of any kind.	Statement of Qualifications for Street Sweeping 2015-SQPA004
	expressiy supers	eded by my basiness - CO	llective bargaining Agreement).	
l declare und correct.	der penalty of perju	ry under the laws of the	State of California that the inf	 formation herein is true and
PRINT NAME:			TITLE:	
SIGNATURE:				DATE:
Application for way whatsoev Either	r Exemption. The Corer, when recommender of the contractor or one one of the contractor or one o	County will not consider or adding selection or award of the employees' collection will be providing services to the control of the control o	evaluate the information provid a contract to the Board of Supe	na fide health care benefit plan
	Health Benefit(s)	Payment Schedule:		
	☐ Monthly	Quarterly	☐ Bi-Annual	
	☐ Annually	Other (Specify):		
Neither for tho	er the contractor notes employees who	or the employees' collect will be providing services to	tive bargaining unit have a boothe County under the contract.	na fide health care benefit plan

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFSQ, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

L			of not less than \$11.84 per hour per employee.
	I <u>do have</u> a bona fide health care bene under the contract but will pay into the p not less than \$11.84 per hour per emplo	olan less tha	nose employees who will be providing services to the County n \$2.20 per hour per employee. I will pay an hourly wage or
	I do have a bona fide health care bene under the contract and will pay into the not less than \$9.64 per hour per employ	plan at least	ose employees who will be providing services to the County specifications specified to the county wage of the specified pay an hourly wage of
	Health Plan(s):		
	Company Insurance Group Number:		
	Health Benefit(s) Payment Schedule:		
	Monthly	☐ Quarterly	□ Bi-Annual
	Annually	Other:	(Specify)
PLEA	SE PRINT COMPANY NAME:		
I decla	are under penalty of perjury under the law	s of the State	of California that the above information is true and correct:
SIGN	ATURE:		DATE:
PLEAS	SE PRINT NAME:		TITLE OR POSITION:

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COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

		ore or any mile.	2015-SQPA004
CON	TRACTOR NON-RESPONSIBILITY AND CONTRACTOR D	EBARMENT ORDINANCE:	
	I have read the provisions of the RFSQ describing the Cand Contractor Debarment Ordinance (Los Angeles Counderstand that the Firm is subject to its terms.	ounty's Determinations of County Code, Section 2.202.0	contractor Non-Responsibility 010 through 2.202.060), and
LABC	OR LAW/PAYROLL VIOLATIONS :	•	
pertail	abor Law/Payroll Violation" includes violations of any Fer ining to wages, hours, or working conditions such as minin lards Act, employment of minors, or unlawful employment dis	num wage, prevailing wage	te, regulation, or ordinance living wage, the Fair Labor
Histo	ry of Alleged Labor Law/Payroll Viclations (Check One):		
	The Firm HAS NOT been named in a complaint, claim, Law/Payroll Violation which involves an incident occurring	investigation or proceeding within three years of the dat	relating to a alleged Labor e of the proposal; OR
	The Firm HAS been named in a complaint, claim, in Law/Payroll Violation which involves an incident occurring attached to this form the required Labor/Payroll/Debarmallegation.)	within three years of the d	ate of the proposal. (I have
Histor	ry of Determinations of Labor Law/Payroll Violations (Ch	eck One):	
	There HAS BEEN NO determination by a public entity wind Firm committed a Labor Law/Payroll Violation; OR	thin the three years of the o	date of the proposal that the
	There HAS BEEN a determination by a public entity with Firm committed a Labor/Payroll Violation. I have attact History form with the pertinent information for each violatiname and address of claimant, date of incident, date claim finding.) (The County may deduct points from the propose total evaluation points available with the largest deductions	hed to this form the require on (including each reporting nopened, and nature and dis er's final evaluation score rar	ed Labor/Payroll/Debarment entity name, case number, sposition of each violation or aging from 1% to 20% of the
HISTO	DRY OF DEBARMENT (Check one):		
	The Firm HAS NOT been debarred by any public entity dur	ing the past ten years; OR	
	The Firm HAS been debarred by a public entity within (including each public entity's name and address, dates attached Labor/Payroll/Debarment History form.	the past ten years. Provic of disbarment, and nature	e the pertinent information of each debarment) on the
l decla correc	are under penalty of perjury under the laws of the State ct.	of California that the ab	ove is true, complete and
Ow	vner's/Agent's Authorized Signature	Print Name a	nd Title
Pri	int Name of Firm	Date	

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM LABOR/PAYROLL/DEBARMENT HISTORY

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

			2015-SQPA004					
Violation.								
A debarment by a pu	ıblic entity listed below witl	hin the past ten years.						
Print Name of Firm:		Print Name of Owner.						
Print Address of Firm:	4	Owner's/AGENT's Authorized Signature:						
City, State, Zip Code		Print Name and Title:						
			•					
Public Entity Name								
Public Entity	Street Address:							
Address:	City, State, Zip:							
Case Number/Date	Case Number:							
Claim Opened:	Date Claim Opened:							
	Name:							
Name and Address	Street Address:							
of Claimant:	City, State, Zip:							
Description of Work: ((e.g., Janitorial)							
Description of Allegation and/or								
Violation:								
Disposition of								
Finding: (attach disposition letter)								
(e.g., Liquidated Damages, Penalties,								
Debarment, etc.)								

Additional Pages are attached for a total of ______pages.

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WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS STREET SWEEPING SERVICES (2015-SQPA004)

record keeping s the Proposer uses and the internal controls in place to ensure compilative with state and nederal labor regulations and record keeping requirements. In Statement of Qualifications for Street Sweeping 2015-SQPA004 CleanStreet will NOT be using Subcontractors of any kind requirements The contract

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of the processes and the steps associated with those processes.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT. IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

limesheet, paycheck, and pay stub.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED	
1.1. How does the Proposer track employee hours actually worked?	
1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?	
1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	

FORM LW-9 RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	tractors of any kind. Statement of Qualifications for Street Sweeping 2015-SQPA004										
QUESTION RESPOND H	2. REPORTI How does the CleanStreet will NOT be using Subcontractors of any kind. in sheets, company to the contractor of the contractor o	3. RECORDS OF ACTUAL TIME WORKED	3.1. What records are created to document the beginning and ending times of employee's actual work shifts?	3.2. What records are maintained by the Proposer of actual time worked?	3.3. Are the records maintained daily or at another interval (indicate the interval)?	3.4. Who creates these records (e.g., employee, supervisor, or office staff)?	3.5. Who checks the records, and what are they checking for?	3.6. What happens to these records?	3.7. Are they used as a source document to create Proposer's payroll?	3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	

	QUESTION	FOR RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	RESPONSES IF MORE SPACE IS NEEDE	FORM LW-
4 4.1.		using	Statement of Qualifications for Street Sweeping 2015-SQPA004	
4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Who prepares and who checks the source document? Does the employee sign it? Who approves the source document, and what do they compare it with prior to approving it?			
.წ. ნ.1.	BREAKS . How does the Proposer know that employees take mandated breaks and meal breaks			
5.2.				

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	RESPONSES IF MORE SPACE IS NEEDED.
	HOW PAY		
6.1.	Discuss h CleanStreet will NOT be and how wages are	using Subcontractors of any kind.	Statement of Qualifications for Street Sweeping 2015-SQPA004
6.2.	. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?		
6.3	If by check, do they receive a single check for straight time and overtime or are separate payments made?		
6.4.	What information is provided on the check (e.g., deductions for taxes, etc.)?		
6.5.	ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB		
	SHOWS DEDU		
	ORMATION).		
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LW-9		,	
FORM LW-9 SPACE IS NEEDED.	fications ping 04		
RESPONSES IF MORE	Statement of Qualifications for Street Sweeping 2015-SQPA004		
FOI RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	CleanStreet will NOT be using Subcontractors of any kind.		
QUESTION	If the Prodescribe payroll takes source document unough the issuance or a check.	If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	AUTOMATED PAYROLL SYSTEM If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?
	7. 7.1.	7.2.	8. 8. 2. 8.3.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	RESPONSES IF MORE SPACE IS NEED	
9. TRAVEL 9.1. How is tr CleanStreet will NOT be paid? 9.2. At what	using Subcontractors of any kind.	Statement of Qualifications for Street Sweeping 2015-SQPA004	
Print Name:	. Company:		
Signature:	Date:		

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFSQ is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, complete and submit this form to Public Works seven days prior to the due date for proposals. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Comoa	ny Address:							
A	iny Address	/ ^						
		Δ	State:		Zip Code:			
epho	ons nbe	Facsimile Number		Email Addres	SS:			
Awardır	ng Departmer	It.			Contract Term:			
Type of	Service:			<u> </u>				
Contrac	t Dollar Amou	unt.			Contract Number (if any):			
that s	support OSALS My bu	s your claim and SUBMIT SEVE TO PUBLIC WORKS OR FAX TO (6)	EN DAYS PRIOR 26) 458-4194 :	R TO THE	attach to this form all documentation DEADLINE FOR SUBMISSION OF de Section 501(c)(3) (you must attach			
	My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or few full- and part-time employees; AND							
	Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proceduract amount; OR							
		Is a technical or professional servi preceding fiscal year including the pr			illion in annual gross revenues in the			
		siness has received an aggregate sur Proposition A contracts and/or cafeteria			the preceding 12 months under one or he proposed contract amount.			

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

			a bona fide Collective Ba			_	
	L R	the Collective Ba Livi g Wage	argaining Agreement exp gram; OR	ressly provides that	it supersede	es all of the pr	ovisions of the
		t e Collect op presions of the	argaining Agreement e viving Wage Program (I eded by my business - Co	will comply with all p	provisions of		
l decla		r penalty of perju	ry under the laws of the	State of California	that the info	rmation hereir	is true and
PRIN	T NAME:			TITLE:			
SIGN	ATURE:			,		DATE:	
Applica	ation for E	Exemption. The C	Additional sted below is for informal county will not consider outling selection or award of	r evaluate the inform	ation provide	d below by Cor	leration of this ntractor, in any
	Either t	e employees who	the employees' collect	to the County under	the contract.		re benefit plan
		•	pany Name(s): nce Group Number(s):				
			Amount Paid by Employer				
			Amount Paid by Employee				
		Health Benefit(s)	Payment Schedule:				
		☐ Monthly	☐ Quarterly	☐ Bi-Annual			
		☐ Annually	Other (Specify):				
	Neither for those	the contractor n	or the employees' collewill be providing services	ctive bargaining un to the County under	<u>it</u> have a bon the contract.	a fide health ca	re benefit plan

FUEL COST ADJUSTMENT



CleanStreet purchases its fuel at market price.



ADDITIONAL INFORMATION



There is no additional information we wish to present.







STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (2016-PA032)

EXCLUSIVELY FOR

COUNTY OF LOS ANGELES

JANUARY 12, 2017

1937 W. 169th Street Gardena, CA 90247 (800) 225-7316 x108

FOR

SOUTH WHITTIER STREET SWEEPING SERVICES (2016-PA032)

ITEM	DESCRIPTION	UNIT	QUANTITY (6 MONTHS)	UNIT PRICE	PRICE (6 MONTHS)
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	6807.50	\$ 26.75	\$ 182,100.63
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	174.00	\$ 44.75	\$ 7,786.50
	TOTAL PROPOSED PRICE				

LEGAL MANE OF PROPOSER	· · · · · · · · · · · · · · · · · · ·	
LEGAL NAME OF PROPOSER		
CleanStreet		
SIGNATURE OF PERSON AUTHORIZED TO SUMIT	PROPOSAL	
TITLE OF AUT ICRIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
March 14, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-Mail
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

- 1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- 2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
- A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

FOR

SOUTH WHITTIER STREET SWEEPING SERVICES (2016-PA032)

ITEM	DESCRIPTION	UNIT	QUANTITY (6 MONTHS)	UNIT PRICE	PRICE (6 MONTHS)
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	6807.50	\$ 26.75	\$ 182,100.63
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	174.00	\$ 44.75	\$ 7,786.50
TOTAL PROPOSED PRICE					\$ 189,887.13

LEGAL NAME OF PROPOSER		
CleanStreet		
SIGNATURE OF PERSON AUTHORIZED TO CHRIST	Proposal 7	
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
March 14, 2017	N/A	N/A
PROPOSER'S ADDRESS:	<u> </u>	
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-MAIL
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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FOR

SOUTH WHITTIER STREET SWEEPING SERVICES (2016-PA032)

ITEM	DESCRIPTION	UNIT	QUANTITY (6 MONTHS)	UNIT PRICE	PRICE (6 MONTHS)
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	6807.50	\$27.00	\$ 183,802.50
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	174.00	\$ 45.00	\$ 7,830.00
	\$ 191,632.50				

LEGAL NAME OF PROPOSER		
CleanStreet		
SIGNATURE OF FERSON AUTHORIZED TO SOBMIT	PF DPOSAL	
TITLE OF AUTHOR ZED PERSON		
Jere Costello		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
March 14, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		
20		
PHONE	FACSIMILE	E-Mail
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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FOR

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2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	174.00	\$45.00	\$7,830.00
	TOTAL PROPOSED PRICE				

LEGAL NAME OF PROPOSER		
CleanStreet	/	
SIGNATURE OF FERSON THORIZED TO SOUNT	PROPOSAL 1	
TITLE OF AUTHORIZED PERSON		
Jere Costello		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
March 14, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-Mail
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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SOUTH WHITTIER STREET SWEEPING SERVICES (2016-PA032)

ITEM	DESCRIPTION	UNIT	QUANTITY (6 MONTHS)	UNIT PRICE	PRICE (6 MONTHS)
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	6807.50	\$28.00	\$190,610.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	174.00	\$48.00	\$8,352.00
	TOTAL PROPOSED PRICE				

LEGAL NAME OF PROPOSER		
CleanStreet		
SIGNATURE OF PERS A JUTHORIZED TO STEMIT	PROPOSAL	
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
March 14, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		
Contraction (Contraction (Contr		
PHONE	FACSIMILE	E-MAIL
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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FOR

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2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	174.00	\$48.00	\$8,352.00
TOTAL PROPOSED PRICE					\$198,962.00

LEGAL NAME OF PROPOSER		
CleanStreet	1	
SIGNATURE OF PEASONAUTHORIZED TO SHAM	PROPOSAL	
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
March 14, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-Mail.
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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FOR

SOUTH WHITTIER STREET SWEEPING SERVICES (2016-PA032)

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	\$198,962.00				

LEGAL NAME OF PROPOSER		
CleanStreet		
SIGNATURE OF FERSONAUTHORIZED SUBMIT	PROPOSAL	
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
11,3 14,5 14,5 14,5 14,5 14,5 14,5 14,5 14,5		
March 14, 2017	N/A	N/A
March 14, 2017 PROPOSER'S ADDRESS:	N/A	N/A
	N/A	N/A
PROPOSER'S ADDRESS:	N/A	N/A
PROPOSER'S ADDRESS: 1937 W. 169th Street	N/A	N/A
PROPOSER'S ADDRESS: 1937 W. 169th Street	N/A FACSIMILE	N/A E-Mail

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FOR

SOUTH WHITTIER STREET SWEEPING SERVICES (2016-PA032)

ITEM	DESCRIPTION	UNIT	QUANTITY (6 MONTHS)	UNIT PRICE	PRICE (6 MONTHS)
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	6807.50	\$28.00	\$190,610.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	174.00	\$48.00	\$8,352.00
			TOTA	L PROPOSED PRICE	\$198,962.00

LEGAL NAME OF PROPOSER	<u> </u>	
CleanStreet	_///	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	PROPULAL	
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
March 14, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-Mail
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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FOR

SOUTH WHITTIER STREET SWEEPING SERVICES (2016-PA032)

ITEM	DESCRIPTION	UNIT	UNIT QUANTITY UNIT PRICE (6 MONTHS)		PRICE (6 MONTHS)	
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	6807.50	\$28.00	\$190,610.00	
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	ES 174.00 \$48.00		\$8,352.00	
	TOTAL PROPOSED PRICE					

LEGAL NAME OF PROPOSER	A	
CleanStreet	D //	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	PR POSAL	
TITLE OF AUTHORIZED PERSON		***
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
March 14, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-Mail
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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FOR

SOUTH WHITTIER STREET SWEEPING SERVICES (2016-PA032)

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	\$198,962.00				

LEGAL NAME OF PROPOSER		
CleanStreet	/ /	
SIGNATURE OF PERSON NATIONAL TO SUCH	PROPOSAL	
TITLE OF AUTHORIZED PERSON		1.00
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
March 14, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-Mail
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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SUMMARY SHEET OF SCHEDULE OF PRICES

FOR

SOUTH WHITTIER STREET SWEEPING SERVICES (2016-PA032)

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

NOTE: Bidder must provide pricing for ALL contract terms including the 5th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	STREET SWEEPING SERVICES SOUTH WHITTIER (Initial Term)	\$379,774.26
2	STREET SWEEPING SERVICES SOUTH WHITTIER (Option Year 1)	\$383,265.00
3	STREET SWEEPING SERVICES SOUTH WHITTIER (Option Year 2)	\$397,924.00
4	STREET SWEEPING SERVICES SOUTH WHITTIER (Option Year 3)	\$397,924.00
5	STREET SWEEPING SERVICES SOUTH WHITTIER (Option Year 4)	\$397,924.00
	TOTAL PRICE FOR YEARS' 1 THROUGH 5	\$1,956.811.26
	AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 5 (TOTAL PRICE FOR YEARS 1 THROUGH 5 ÷ 5 YEARS)	\$391,362.26

LEGAL NAME OF PROPOSER	Λ.	
CleanStreet		
SIGNATURE OF PERSONALITHORIZED TO SUB	T PROPOSAL	
TITLE OF AUTHORIZED PERSON		
President V		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
March 14, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-Mail
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

FORM PW-9.1 (Supplemental)

County of Los Angeles Request for County's Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or nor paference programs. Check all certifications that apply.* OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFÉRENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED. ☐ Request for Local Small Business Enterprise (LSBE) Program Preference ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and ☐ Certified as a LSBE by the DCBA. □ Request for Social Enterprise (SE) Program Preference ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and Certified as a SE business by the DCBA. ☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference Certified by the State of California, or ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; or ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and ☐ Certified as a DVBE by the DCBA. *BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE. □ DCBA certification is attached. Name of Firm CleanStreet County Webven No. 503745-02 Print Name: Jere Costello Title: President Signature: Date: January 11, 2017 Reviewer's Signature Approved Disapproved Date

FORM PW-9.1 (Supplemental)

FIRM NAME	: CleanStreet				of the pr	<u> </u>					
		Ni	5027	45 O2					2 7		
lviy Courts	(WebVen) Vendo	or Number:	50372	+5-02							
FIRM/ORGAN award, contradisability.	IIZATION INFORMAT ctor/vendor will be sel	TION: The info ected without	ormation r regard to	equested race/ethni	city, color,	statistical purp religion, sex, n	ooses o ational o	nly. On fina origin, age	al analysis a , sexual orie	and consider entation, or	ation
Business St	ructure: Sole	Proprietorsh	in D P	Partnershin		Corporation		Nonprofit	Franc	hico	
Ott	ner (Please Specify):	· repriotoron		unanoromp		Corporation		rvonprone	T Tanc	11130	
	er of Employees (inc	duding owner	s)· 136								
						- filatita - 1- 1					
	Composition of Firm	n. Please dis		ers/Partr				ollowing c	ategories:		
Race/Ethn	ic Composition			iate Par	Sarcherold Did	Man	agers			Staff	
	的。然而是我才能够为我们的。 在2000年第二日,2000年		Male	Fe	male	Male	Fe	emale	Male	Fer	nale
	an American								5		
Hispanic/La	atino	(4				2			103		2
Asian or Pa	acific Islander							•			
American I	ndian										
Filipino											
White			1			2	2 1		7		1
PERCENTAGE	OF OWNERSHIP IN	FIRM: Pleas	se indicate	by percei	ntage (%) h	ownership	of the fi	rm is distri	buted.		
	Black/African American	Hispanic/	Latino	9 355 146	or Pacific ander	American	Indian	Fil	ipino	Whit	e
Men	%		%		%		%		%	100	9
Women	%		%		%		%		%		9
urrently certific	N AS MINORITY, We as a minority, wo tach a copy of your pr	men, disadva	antaged o	or disabled	veteran c	wned busines	N BUSI s enterp	NESS EN orise by a	TERPRISE public age	S: If your ency, comple	firm ete ti
	Agency Name		in a	linority	Women	Disadvant	aged	Disable	l Veteran	Expiration	Da
						1					
		at if any false	e, mislead	ling, inco	mplete, or	deceptively u	nrespo in this	nsive stat area shall	ements in be at the I	connection Director's sc	with le
nis proposal a	er acknowledges that are made, the propos his/her judgment sha	al may be re	ejected. T	ne evalua	and t	iciciiiiiadoii		•			
nis proposal a udgment and ECLARATION NFORMATION	ire made, the propos	al may be re all be final. R PENALTY					,			AT THE AB	OVE

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name: CleanStreet		
Company Address: 1937 W. 169th Street		
City: Gardena	State: California	Zip Code: 90247
Telephone Number: 800.225.7316 x103	Email Address: jcostello@cleanstreet.com	
Solicitation/Contract for South	Services	

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation 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
Jere Costello	President
Signature: M Wills	Date: January 11, 2017

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS SOUTH WHITTIER STREET SWEEPING SERVICES (2016-PA032)

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification.

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

PROPOSER MUST CHECK A BOX IN EVERY SECTION

At the time of Statement of Qualifications submission, Proposer must meet the following minimum requirements:

1. The Bidder or its managing employee must have a minimum of three years of experience providing street sweeping services.

Yes. Bidder or its managing employee does meet the experience requirement stated above.

Bidder or Bidder's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*	
Rick Anderson	09/1989	Supervising and managing street sweeping	16	
Tilok Anderson	01/2017	contracts.	. 16	

^{**}List the page number in the bid containing the bidder's experience.

No. Bidder or its managing employee <u>does not</u> meet the experience requirement stated above.

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

Signature M Title	Title President	
Firm Name	Date	
CleanStreét	January 11, 2017	

RICK ANDERSON





RICK ANDERSON
Director of Business Development / Supervisor

EMPLOYMENT HISTORY:

Current Responsibilities:

- Oversees daily operations.
- · Contract management.
- Develops new business.
- Ensures safe operations and promotes proactive culture for safety.
- Monitors and reviews GPS tracking system reports.
- Oversee and supervise the daily maintenance and cleanliness of all vehicles.
- Conducts meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures.
- Responsible for ensuring compliance of all state and Federal laws and regulations.

Education:

- Bachelors of Science, University of Southern California (USC)
- · Jurist Doctorate, Southwestern University School of Law

Professional Skills:

Bilingual: Spanish and English

Professional and Trade Organizations:

- L.A. and Orange County Chapter Maintenance Superintendents Association (MSA)
- North American Power Sweeping association (naPSa)



(800) 225-7316 x108 1937 W. 169th Street Gardena, CA 90247

STATEMENT OF EQUIPMENT FORM SOUTH WHITTIER STREET SWEEPING SERVICES (2016-PA032)

BIDDER'S NAME:

CleanStreet

ADDRESS:

1937 W. 169th Street, Gardena, CA 90247

TELEPHONE:

800.225.7316 x103

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION	OPERATIONAL/ NON-	LOCATION	DESIGNATION Check one	
	LGOIFWENT	EQUIPMENT	OPERATIONAL	LOOATION	DEDIÇATED	PRIMARY BACKUP			
Street Sweeper	Tymco	600	2009	1FVACXDT19HAH1587	Good	Operational	Gardena	Х	
Street Sweeper	Tymco	600	2009	1FVACXDT19HAH1590	Good	Operational	Gardena	X	
Street Sweeper	Tymco	600	2009	1FVACXDT59HAH1589	Good	Opertional	Gardena		Х
				-					
								 	
		,							

Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate			
March 1, 2016	\$13.25			
January 1, 2017	\$14.25			
January 1, 2018	\$15.00			
January 1, 2019	\$15.79			

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

FORM LW-4.1 (SUPPLEMENTAL)

COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

und ramaring	tratements on bendir or his of her I iiii.							
The Agent is	s required to check each of the following two boxes:							
LIVING WAG	GE ORDINANCE:							
	e Agent has read the County's Living Wage Ordinance (d understands that the Firm is subject to its terms.	Los Angeles County Code Section 2.201.010 through 2.201.100),						
CONTRACTO	OR NON-RESPONSIBILITY AND CONTRACTOR DEBARM	ENT ORDINANCE:						
The Ang	The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.							
LABOR LAW	I/PAYROLL VIOLATIONS:							
working cond	 //Payroll Violation" includes violations of any federal, state or ditions such as minimum wage, prevailing wage, living wage discrimination. 	r local statute, regulation, or ordinance pertaining to wages, hours or e, the Fair Labor Standards Act, employment of minors, or unlawful						
History	of Alleged Labor Law/Payroll Violations (Check One):							
⊠ TI	he Firm HAS NOT been named in a complaint, claim, inviolation which involves an incident occurring within three (3) y	vestigation or proceeding relating to an alleged Labor Law/Payroll rears of the date of the proposal; OR						
W	he Firm HAS been named in a complaint, claim, investigati- hich involves an incident occurring within three (3) years of abor/Payroll/Debarment History form with the pertinent inform	on or proceeding relating to an alleged Labor Law/Payroll Violation the date of this proposal. (I have attached to this form the required ation for each allegation.)						
History o	of Determinations of Labor Law /Payroll Violations (Check	k One):						
∑ Th La	nere HAS BEEN NO determination by a public entity within tabor Law/Payroll Violation; OR	three (3) years of the date of the proposal that the Firm committed a						
La inf da <u>fin</u>	abor Law/Payroll Violation. I have attached to this form the formation for each violation (including each reporting entity nate claim opened, and nature and disposition of each violation.	ree (3) years of the date of the proposal that the Firm committed a e required Labor/Payroll/Debarment History form with the pertinent lame, case number, name and address of claimant, date of incident, on or finding.) (The County may deduct points from the proposer's evaluation points available with the largest deductions occurring for						
HISTORY OF	DEBARMENT (Check one):							
The l	Firm HAS NOT been debarred by any public entity during the	e past ten (10) years; OR						
repor	Firm HAS been debarred by a public entity within the past rting entity name, case number, name and address of claimar violation or finding) on the attached Labor/Payroll/Debarmen	t ten (10) years. Provide the pertinent information (including each nt, date of incident, date claim opened, and nature and disposition of at History form.						
I declare und Owner's/Agen	er benalty of perjumender the laws of the State of Califor							
4	0 0 0000	Print Name and Title Jere Costello, President						
Print Name of CleanStree	et .	Date January 11, 2017						

PROPOSER'S EMPLOYEE BENEFITS

Proposer: CleanStreet	
Name of Proposer's Health Plan: Aetna HMO	Date: January 11, 2017
Medical Insurance/Health Plan:	
Employer Pays \$370.39 Employee Pays \$37.00 Total Mo. Premium \$444.39)
Annual Deductible Employee \$0 Family \$0	·
Coverage (\sqrt{)} Hospital Care (In Patient Out Patient) X-Ray and Laboratory Surgery Office Visits Pharmacy Maternity Mental Health/Chemical Dependency, In Patient Mental Health/Chemical Dependency, Out Patient	
Dental Insurance:	
Employer Pays \$0 Employee Pays \$8.18 Total Mo. Premium \$16.36	<u> </u>
Life Insurance:	*
Employer Pays \$100% Employee Pays \$0 Total Mo. Premium \$	
Vacation:	8 g
Number of Days 5 and	
Any increase after 3 years of employment, number of days or hours 10	
Sick Leave:	
Number of Days 3 and	
Any increase after 0 years of employment, number of days or hours 0	
Holidays:	. 4
Number of Days 5 per year	
Retirement:	
Employer Pays \$0 Employee Pays \$0 Total Premium \$0	9

PROPOSER'S EMPLOYEE BENEFITS

Proposer: CleanStreet	·
Name of Proposer's Health Plan: Kaiser Permanente	Date: <u>January 11, 2017</u>
Medical Insurance/Health Plan:	
Employer Pays \$361.84 Employee Pays \$60.00 Total Mo. Premium \$481.84	
Annual Deductible Employee \$500 Family \$1,000	
Coverage (√) Hospital Care (In Patient _ Out Patient _) X-Ray and Laboratory Surgery Office Visits Pharmacy Maternity Mental Health/Chemical Dependency, In Patient Mental Health/Chemical Dependency, Out Patient	
Dental Insurance:	
Employer Pays \$0 Employee Pays \$8.15 Total Mo. Premium \$16.36	_
Life Insurance:	Tr.
Employer Pays \$100% Employee Pays \$0 Total Mo. Premium \$	_
Vacation:	
Number of Days 5 and	
Any increase after 3 years of employment, number of days or hours 10	
Sick Leave:	
Number of Days 3 and	g - #1
Any increase after 0 years of employment, number of days or hours 0	
Holidays:	er.
Number of Days 5 per year	
Retirement:	
Employer Pays \$0Employee Pays \$0Total Premium \$0	

FORM LW-8.1 INITIAL TERM, 1 OF 2 (7/1/17 - 12/31/17)

BIDDER: CleanStre	et

POSITION/TITLE *		HOURS PER DAY					HOURS	APPROXIMATE	HOURLY		
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	cost
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$24,310.00
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$24,310.00
Supervisor		3	3		3	3		12	312	\$21.00	\$6,552.00
											\$
											\$
											\$
											\$
											\$
						0.00					\$
											\$
Comments/Notes:										Total Salaries	\$55,172.00
					(1) Vacations, Sick Leave, Holiday						\$6,068.92
					(2) Heal	th Insu	ance	\$0			
		-0					s & Wor	\$15,999.88			
					(4) Welf	are and	Pension	\$0			
							688	\$22,068.80			
					(5) Equipment Costs						\$32,280.79
					(6) Serv	ice and	Supply (\$39,876.27			
	1000				(7) Gene	eral and	Adminis	\$22,786.44			
				(8) Profit						\$17,702.83	
						Total Ot	her Costs (5+6+7+8)	\$112,646.33			
						***				TOTAL DEIOF	* 100 00T 10
										TOTAL PRICE	\$189,887.13

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

The above information was complied from reco	rds that are available	e to me at this time and	I declare under penalty of perjury that the information is true and accurate within the
Jere Costello		as Mach	March 14, 2017
Name of Bidder	Signature		Date

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.1 INITIAL TERM, 2 OF 2 (1/1/18 - 6/30/18)

BIDDER:	CleanStreet	
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POSITION/TITLE *			HOUR	S PER I	DAY			HOURS	APPROXIMATE	HOURLY	
									HOURS		
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	(26 x Hrs per wk)	WAGE RATE**	соѕт
Street Sweeper Operator		10	10	10	10	10	77.02	50	1,300	\$17.00 (OT \$25.50)	\$ 24,310.00
Street Sweeper Operator		10	10	10	10	10		50	1,300		\$ 24,310.00
Supervisor		3	3		3	3		12	312	\$21.00	\$ 6,552.00
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:										Total Salaries	\$ 55,172.00
					(1) Vaca	itions, S	Sick Leav	\$ 6,068.92			
200					(2) Heal	th Insu	ance	\$0			
00000					(3) Payr	oll Taxe	es & Wor	\$ 15,999.88			
					(4) Welf	are and	Pension		\$ O		
						200		\$ 22,068.80			
				10000	(5) Equi	pment (Costs	\$ 32,280.79			
							Supply (\$ 39,876.27		
					(7) Gene	eral and	Adminis	10000 E	\$ 22,786.44		
					(8) Profi	ι			\$ 17,702.83		
200,640									Total Ot	her Costs (5+6+7+8)	\$ 112,646.33
										TOTAL DDIOS	0.400.000
									70-20-20-20-20-20-20-20-20-20-20-20-20-20	TOTAL PRICE	\$ 189,887.13

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

The above information was complied from recrequirements of the Bid. Jere Costello	ords that are availa	big to me at this time and	I declare under penalty of perjury that the information is true and accurate within the March 14, 2017
Name of Bidder	Signature		Date

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.2 OPTION YEAR 1, 1 OF 2 (7/1/18 - 12/31/18)

BIDDER:	CleanStreet
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POSITION/TITLE *			HOUF	RS PER I	DAY			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	COST
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$24,310.00
Street Sweper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$24,310.00
Supervisor		3	3		3	3		12	312	\$21.00	\$6,552.00
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:										Total Salaries	\$55,172.00
					(1) Vaca	itions, S	Sick Leav	re, Holiday		\$6,068.92	
					(2) Heal						\$0
								kers' Compensation	\$15,999.88		
					(4) Welf	are and	Pension	1	\$0		
								\$22,068.80			
			1.66		(5) Equi			\$32,577.53			
							Supply (\$40,242.83			
					(7) Gene	eral and	Adminis	trative Costs			\$22,995.90
					(8) Profi	t _a			\$ 18,575.44		
									Total Ot	her Costs (5+6+7+8)	\$114,391.70
	-2		-							TOTAL PRICE	\$404,000,50
										TOTAL PRICE	\$191,632.50

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

The above information was complied from reco	ords that are availa	ble to me	at this time a	and I declare under penalty of perjury that the information is true and accurate within the
Jere Costello	X	1 100	uuu	March 14, 2017
Name of Bidder	Signature		-	Date

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.2 OPTION YEAR 1, 2 OF 2 (1/1/19 - 6/30/19)

BIDDER:	Clear	Street	

POSITION/TITLE *			HOUF	S PER I	DAY			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	соѕт
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$ 24,310.00
Street Sweper Operator		10	10	10	10	10		50	1,300		\$ 24,310.00
Supervisor		3	3		3	3		12	312	\$21.00	\$ 6,552.00
											\$
- W							1000				\$
							1.57	1.0			\$
											\$
											\$
											\$
	33100000										\$
Comments/Notes:										Total Salaries	\$ 55,172.00
					(1) Vaca	ations, S	Sick Leav	ve, Holiday		\$ 6,068.92	
					(2) Heal	th Insu	ance			\$ O	
	1000		- NA		(3) Payr	oll Taxe	s & Wor	kers' Compensation	\$ 15,999.88		
	. 180	- 1000 - 1000			(4) Welf	are and	Pension	1	\$ 0		
		***************************************							\$ 22,068.80		
					(5) Equi			\$ 32,577.53			
					(6) Serv	ice and	Supply (\$ 40,242.83			
					(7) Gen	eral and	Adminis		\$ 22,995.90		
		272			(8) Profi	t			\$ 18,575.44		
									Total Ot	ther Costs (5+6+7+8)	\$ 114,391.70
			****					******		TOTAL DELOC	* 404 000 F0
										TOTAL PRICE	\$ 191,632.50

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

The above information was complied from reco requirements of the Bid. Jere Costello	ords that are available to	one at this tyne and	I declare under penalty of perjury that the information is true and accurate within the March 14, 2017
Name of Bidder	Signature		Date

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.3 OPTION YEAR 2, 1 OF 2 (7/1/19 - 12/31/19)

BIDDER: CleanStreet	
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POSITION/TITLE *			HOUF	S PER I	DAY			HOURS	APPROXIMATE	HOURLY	
	Page-100/00/2014/01								HOURS		
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	(26 x Hrs per wk)	WAGE RATE**	соѕт
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$24,310.00
Street Sweeper Operator		10	10	10	10	10	77	50	1,300	\$17.00 (OT \$25.50)	\$24,310.00
Supervisor		3	3		3	3		12	312	\$21.00	\$6,552.00
											\$
			7.50.								\$
											\$
											\$
											\$
											\$
									7 100		\$
Comments/Notes:										Total Salaries	\$55,172.00
					(1) Vaca	ations, S	Sick Leav	ve, Holiday		\$6,068.92	
					(2) Heal	th Insu	rance		\$0		
					(3) Payr	oll Taxe	es & Wor	kers' Compensation		\$15,999.88	
					(4) Welf	are and	l Pensior	1	\$0		
									\$22,068.80		
					(5) Equi	pment	Costs		\$33,823.54		
							Supply (\$41,782.02		
					(7) Gen	eral and	d Adminis	strative Costs			\$23,875.44
					(8) Profi	t		10 4102 200 1200 1200 1200 1200 1200 120		\$22,240.20	
								Total Ot	her Costs (5+6+7+8)	\$121,721.20	
										TOTAL DELOS	
						*				TOTAL PRICE	\$198,962.00

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

The above information was complied from record	Is that are avai	ilable to the at this time and I	declare under penalty of perjury that the information is true and accurate within the
requirements of the Bid. Jere Costello	V	Vr Civily	March 14, 2017
Name of Bidder	Signature		Date

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.3 OPTION YEAR 2, 2 OF 2 (1/1/20 - 6/30/20)

BIDDER: CleanStreet	
---------------------	--

POSITION/TITLE *			HOUF	S PER I	DAY			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	тни	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	COST
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$24,310.00
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$24,310.00
Supervisor		3	3		3	3		12	312	\$21.00	\$6,552.00
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:									\$55,172.00		
					(1) Vaca	tions, S	Sick Leav	e, Holiday	\$6,068.92		
700 Telescope					(2) Heal	th Insu	rance		\$0		
	***							kers' Compensation	\$15,999.88		
					(4) Welf	are and	l Pensior	1	\$0		
									\$22,068.80		
					(5) Equi	pment	Costs		\$33,823.54		
				-			Supply (\$41,782.02		
					(7) Gene	eral and	d Adminis	strative Costs		1.555	\$23,875.44
	D=45.2			1.11	(8) Profi	t			\$22,240.20		
					Total Other Costs (5+6+7+8)						\$121,721.20
										TOTAL DRICE	£100,000,00
										TOTAL PRICE	\$198,962.00

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

The above information was complied from recorrequirements of the Bid.	ds that are available t	ome at this time and	I declare under penalty of perjury that the information is true and accurate within the
Jere Costello	XIVU	well	March 14, 2017
Name of Bidder	Signature		Date

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.4 OPTION YEAR 3, 1 OF 2 (7/1/20 - 12/31/20)

BIDDER: CleanStreet	
---------------------	--

POSITION/TITLE *			HOUF	S PER	DAY			HOURS	APPROXIMATE	HOURLY	
									HOURS		
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	(26 x Hrs per wk)	WAGE RATE**	COST
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$24,310.00
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$24,310.00
Supervisor		3	3		3	3		12	312	\$21.00	\$6,552.00
				10.00							\$
			-					-			\$
											\$
											\$
7											\$
					20000000						\$
											\$
Comments/Notes:				27						Total Salaries	\$55,172.00
					(1) Vaca	ations, S	Sick Leav	e, Holiday	\$6,068.92		
					(2) Heal	th Insur	ance		\$0		
								kers' Compensation	\$15,999.88		
					(4) Welf	are and	Pension	1	\$0		
						- 4000			\$22,068.80		
					(5) Equi				\$33,823.54		
			9				Supply		\$41,782.02		
					(7) Gen	eral and	Adminis	strative Costs	\$23,875.44		
			0006H1		(8) Profi	it		WA - W	\$22,240.20		
									Total Ot	her Costs (5+6+7+8)	\$121,721.20
										TOTAL PRICE	\$100,000,00
									and the same of th	TOTAL PRICE	\$198,962.00

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

	rds that are availab	ole to me at this time	and I declare under penalty of perjury that the information is true and accurate within the
requirements of the Bid. Jere Costello	$\langle \langle \rangle \rangle$	vs way	March 14, 2017
Name of Bidder	Signature		Date

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.4 OPTION YEAR 3, 2 OF 2 (1/1/21 - 6/30/21)

BIDDER:	CleanStreet	

POSITION/TITLE *		2002	HOUF	RS PER	DAY			HOURS	APPROXIMATE	HOURLY	
									HOURS		
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	(26 x Hrs per wk)	WAGE RATE**	COST
Street Sweeper Operator	1000000	10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$ 24,310.00
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	
Supervisor		3	3		3	3	100	12	312	\$21.00	\$ 6,552.00
						0000000					\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:		1000	4 4 4							Total Salaries	\$ 55,172.00
		10.00			(1) Vaca	ations, S	Sick Leav	re, Holiday	\$ 6,068.92		
					(2) Heal	th Insur	ance		\$ 0		
								kers' Compensation	\$ 15,999.88		
					(4) Welf	are and	Pension	1	\$ O		
								\$ 22,068.80			
					(5) Equi			\$ 33,823.54			
			480				Supply (\$ 41,782.02			
						eral and	Adminis	\$ 23,875.44			
			3,530		(8) Profi	t		\$ 22,240.20			
									Total Ot	her Costs (5+6+7+8)	\$ 121,721.20
								-		TOTAL DESCRI	
										TOTAL PRICE	\$ 198,962.00

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

The above information was complied from re-	cords that are avail	alle to me at this time and	I declare under penalty of perjury that the information is true and accurate within the
requirements of the Bid. Jere Costello	Y	ou cutilly	March 14, 2017
Name of Bidder	Signature /		Date

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.5 OPTION YEAR 4, 1 OF 2 (7/1/21 - 12/31/21)

BIDDER:	CleanStreet	
---------	-------------	--

POSITION/TITLE *			HOUF	S PER	DAY			HOURS	APPROXIMATE	HOURLY	
LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	cost
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$ 24.310.00
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	
Supervisor		3	3		3	3		12	312	\$21.00	\$ 6,552.00
				Control of							\$
											\$
											\$
											\$
										(s)	\$
											\$
										N	\$
comments/Notes:										Total Salaries	\$ 55,172.00
					(1) Vaca	ations, S	ick Leav	\$ 6,068.92			
					(2) Heal	th Insur	ance	\$ O			
							s & Wor	\$ 15,999.88			
					(4) Welf	are and	Pension	\$ O			
								\$ 22,068.80			
					(5) Equi			\$ 33,823.54			
							Supply (\$ 41,782.02			
					(7) Gene	eral and	Adminis		\$ 23,875.44		
					(8) Profi	8) Profit					\$ 22,240.20
									Total Ot	her Costs (5+6+7+8)	\$ 121,721.20
										TOTAL DRIGE	
										TOTAL PRICE	\$ 198,962.00

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

The above information was complied from recrequirements of the Bid.	cords that are available	to me at this time and	I declare under penalty of perjury that the information is true and accurate within the
Jere Costello	X 1	MULLIA	March 14, 2017
Name of Bidder	Signature		Date

Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.5 OPTION YEAR 4, 2 OF 2 (1/1/22 - 6/30/22)

BIDDER:	CleanStreet	
DIDDEK.	Olourottoot	

POSITION/TITLE *			HOUF	S PER	DAY			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	COST
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$24,310.00
Street Sweeper Operator		10	10	10	10	10		50	1,300	\$17.00 (OT \$25.50)	\$24,310.00
Supervisor		3	3		3	3		12	312	\$21.00	\$6,552.00
				SULTAN							\$
											\$
											\$
											\$
											\$
							otaniso .				\$
100 may 100 ma											\$
Comments/Notes:					11800			Total Salaries	\$55,172.00		
				(1) Vacations, Sick Leave, Holiday						\$6,068.92	
					ance				\$0		
						orkers' Compensation			\$15,999.88		
(4) Welfare and Pens					Pension	1			\$O		
							Total Employe	e Benefits (1+2+3+4)	\$22,068.80		
(5) Equipment Costs										\$33,823.54	
(6) Service and Supply (\$41,782.02		
			(7) General and Administra				Adminis	strative Costs		\$23,875.44	
					(8) Profit					\$22,240.20	
					Total Other Costs (5+6+7+8)				\$121,721.20		
					W					TOTAL PRICE	\$198,962.00
						title				TOTALTRIOL	¥ 130,30Z.UU

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

The above information was complied from recorrequirements of the Bid.	ds that are available	e to me at this time and	I declare under penalty of perjury that the information is true and accurate within the
Jere Costello	/ M	& howelly	March 14, 2017
Name of Bidder	Signature		Date

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

7865

AND

CLEANSTREET, INC.

FOR

AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

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EXHIBIT G Sample Fuel Adjustment Calculation

EXHIBIT H Area Maps

P:\aepub\Service Contracts\CONTRACT\Jessica\Street Sweeping\2016\IFB_Azusa Covina Claremont\AWARD\Board Letter\Finalized Contract\05 TOC-AGREEMENT-PROP_A.docx

AGREEMENT FOR

AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

THIS AGREEMENT, made and entered into this 16th day of May, 2017, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and CLEANSTREET, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

<u>WITNESSETH</u>

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 15, 2015, and Bid Submission filed with the COUNTY on January 12, 2017, hereby agrees to provide services as described in this Contract for Azusa/Covina/Claremont Street Sweeping Services (2016-PA034).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1, Performance Requirements Summary; Exhibit G, Sample Fuel Adjustment; Exhibit H, Area Maps; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications; Addenda to the Request of Statement of Qualifications; and the Invitation for Bids, including its exhibits and addenda, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid Submission and attached hereto as Forms PW-2.1 – 2.5, an amount not to exceed \$1,672,247, which includes disposal and fuel adjustments for the entire contract period of 66 months as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$294,082; the sum for the first optional term is \$297,050; the sum for the second optional term is \$308,890; the sum for the third optional term is \$308,890; the sum for the fourth and last optional term is \$308,890; and a month-to-month extension up to 6 months is for \$154,445, in a pro-rated monthly amount.

<u>FOURTH</u>: This Contract's initial term shall be for a period of one year commencing on July 1, 2017 or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option and renewal shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of

the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in the applicable Forms PW-2.1 through PW-2.5, Schedule of Prices.

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

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

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

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

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>TENTH</u>: No Cost-Of-Living Adjustments (COLAs) shall be granted for the optional renewal periods.

<u>ELEVENTH</u>: The Director may adjust 5 percent of the hourly rate of compensation set forth in the applicable Forms PW-2.1 through PW-2.5 (Schedule of Prices) based on

the increase or decrease in the fuel price published in the Official Energy Statistics from Department the United States of Energy http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm or other County approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at http://tonto.eia.doe.gov/dnav/pet/pet pri prop dcu r50 m.htm or other County approved Liquid Propane using West Gas (LPG) Coast (PADD "Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price report.html or other County approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used beginning on the month of this Contract's start date and thereafter at each successive six month interval. which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit H. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

TWELFTH: The CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Forms PW-2.1 through PW-2.5 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated based on the disposal fee charged after the commencement date of this Contract and the disposal fee charged on this Contract's renewal date(s). Only 5 percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR must substantiate the change in cost for refuse disposal to the satisfaction of the Director. CONTRACTOR supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee. and any additional documentation requested by the COUNTY to establish most current disposal fees. CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

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

<u>FOURTEENTH</u>: In the event that there are discrepancies in the work requirements between the Scope of Work from the RFSQ document and this IFB's Scope of Work resulted from the RFSQ (2015-SQPA004), per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

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

<u>SIXTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

//// // //// // //// //// //// ////// ////// //// ////////// ////// //// // //// //// ////

78657

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

COUNTY OF LOS ANGELES

y / Karl Fulley - The Chairman, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

Deputy

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

LORI GLASGOW

Executive Officer,

Clerk of the Board of Supervisors

By ward ward

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

By Corole Snewler

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF 108 AWAR FEE

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MAY 1 6 2017

LORI GLASGOW EXECUTIVE OFFICER CLEANSTREET, INC

/ Its President

Jere Costello

Type or Print Name

Its Secretary

Rick Anderson

Type or Print Name

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A notary public or other officer completing this certificate document to which this certificate is attached, and not the	
State of California County of Sexuales On April 17, 2017 before me, Date personally appeared Sexuales	Moran, Notary Public Here Insert Name and Title of the Officer And Rick Anderson Name(s) of Signer(s)
who proved to me on the basis of satisfactory esubscribed to the within instrument and acknowled the state of the entity upon behalf of which the person(s) acterises.	dged to me that h e/she /they executed the same in her/their signature(s) on the instrument the person(s),
J. MORAN V COMM. # 2069760 NOTARY PUBLIC-SCALIFORNIA M LOW ANGEL ES CALIFORNIA	the State of California that the foregoing paragraph true and correct. ITNESS my hand and official seal. Ignature Signature of Notary Public
Place Notary Seal Above OPTIC Though this section is optional, completing this in	formation can deter alteration of the document or
Fraudulent reattachment of this for Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above:	orm to an unintended document Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:
Signer Is Representing:	Signer Is Representing:

SCOPE OF WORK

AZUSA/COVINA/CLAREMONT AREA STREET SWEEPING SERVICES (2016-PA034)

A. Public Works Contract Manager

Public Works Contract Manager will be: Mr. Edward Lee of Road Maintenance Division's Road Maintenance District 1 – Baldwin Park, who may be contacted at (626) 337-1277, e-mail address: elee@dpw.lacounty.gov, Tuesday through Friday, 6:30 a.m. to 5:00 p.m. The Contract Manager is the only person authorized by Public Works to request work of Contractor. From time to time, Public Works may change the Contract Manager. The Contractor shall be notified in writing when there is a change in the Contract Manager.

B. Work Location

Exhibit H, Area Maps provides a more detailed outline of each sweeping area's limits.

C. Request of Work from Contractor

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

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2.1 through PW-2.5, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

The Contractor shall sweep and/or clean once a week, or as specified, all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibit H, Area Maps. The word "sweeping" shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass, both brooms down, at a maximum speed of not more than 6 miles per hour on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of a single swept path, both brooms down, on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than 6 miles per hour.

Water shall be used while sweeping to minimize dust, if a power broom sweeper is used. In the event that the results of a sweeping operation are considered unsatisfactory by the Contract Manager, in accordance with this Exhibit's paragraph J, Standard of Performance, below, the Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

Curbed areas that cannot be swept with power sweeping equipment, such as, but not limited to narrow cul-de-sacs, median noses, and portions of left turn pockets shall be hand cleaned to comply with this Exhibit's paragraph J, Standard of Performance, below.

The Contractor shall inform the Contract Manager of any problems or conditions, which may be a public hazard or interfere with normal sweeping operations. These problems or conditions shall include, but not be limited to fallen trees, obstructed roadways or alleys, low overhanging branches, abandoned vehicles, and large potholes. These problems or conditions shall be reported by the Contractor to the Contract Manager as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566.

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

F. Work Schedule

A complete schedule of weekly sweeping shall be submitted to the Contract Manager for approval prior to any work being done under this Contract. The schedule shall include the Curb Miles and Paved Alley Miles of streets, alleys, and medians to be swept daily as well as the daily starting time.

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. The Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the Contract Manager. Changes in the schedule for the convenience of the Contractor shall require approval by the Contract Manager prior to being included in the weekly work.

The County reserves the right to require the Contractor to sweep specific areas on specified days and at specified times of the day and to change any portions of an existing and established sweeping schedule at any time during the duration of this contract. The following guidelines shall be applicable:

- Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted day and hours. After the contract has been awarded, a list of posted streets shall be provided to the Contractor.
- 2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup. The Contractor shall be responsible for determining when trash pickups are scheduled. Trash pickup schedules for some County areas may be found in the following website: http://ladpw.org/epd/cleanla/default.html.
- 3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.
- 4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.
- 5. Major highways shall not be swept during peak traffic hours.
- 6. Residential areas, except for streets adjacent to schools, shall not be swept prior to 7 a.m. or after 3:30 p.m.
- 7. Street sweeping shall be scheduled so that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

G. <u>Alternate Day Sweeping Schedule</u>

Streets on this contract shall be swept on an "alternate Day" sweeping schedule. An alternate day schedule requires the Contractor to sweep the two sides of a street on two separate and consecutive days. For example, a curbed street may have one side swept on Mondays and the other side swept on Tuesdays. If one side of a street is swept on Fridays, the other side shall be swept on Mondays.

After receiving notification that the Contactor has been awarded this contract, the said Contactor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager.

H. <u>Inclement Weather</u>

During inclement weather, the Contract Manager or his designee may cancel the day's scheduled sweeping. In such cases, the Contractor will be contacted and sweeping immediately be stopped. The Contractor shall be paid for sweeping performed before the call was made to stop sweeping.

I. Holidays

The Contractor shall not sweep during these County observed holidays: Martin Luther King Day, Presidents Day, Cesar Chavez Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas and New Years Day. There shall not be any makeup sweeping for holidays.

J. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed, the Contract Manager may direct the Contractor to resweep the subject areas during the same business day. If the area(s) cannot be reswept during the same business day by the Contractor, the Contract Manager may deduct payment to the Contractor in accordance with this Exhibit's paragraph S, Inspection and Acceptance of the Work.

K. <u>Contractor's Sweepers Mandatory Requirements</u>

The type of equipment utilized in this service shall be stated on the Statement of Equipment Form (Form PW-20.1)

L. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of the Contractor. The Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System. When storage of refuse and

debris is necessary prior to disposal, the Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. The Contractor will not be allowed to use the rights of way or Public Works facilities as temporary storage sites.

The Contractor is advised that due to the nature of this contract, discarded hazardous waste may be encountered during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

M. Utilities/Water

The County will not provide utilities. The Contractor shall furnish all water necessary for sweeping operations in accordance with this Exhibit's paragraph E, Work Description.

N. Storage Facilities

The County will not provide storage facilities for the Contractor.

O. Right of Way

The Contractor shall conduct all of its activities and operations within the confines of public roadways. The Contractor shall not allow its employees to use private property for any reason or to use water from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon other lands, the Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this Exhibit and with permission or in violation of this Exhibit, without permission.

P. <u>Authority of Board and Contract Manager</u>

The Board has the final authority in all matters affecting the work. Within the scope of this Contract, the Contract Manager has the authority to enforce compliance with

these Plans and Specifications. The Contractor shall promptly comply with instructions from the Contract Manager or authorized representative.

On all questions relating to quantities; the acceptability of equipment or work; the execution, progress or sequence of work; and the interpretation of the Specifications or the Plans; the decision of the Contract Manager will be final and binding, and shall be precedent to any payment under this Contract, unless otherwise ordered by the Board.

Q. Best Management Practices

The Best Management Practices (BMPs) shall be defined as any program, technology, process, siting criteria, operating method, measure; or device which controls, prevents, removes; or reduces pollution. The Contractor shall obtain and refer to the <u>California Storm Water BMP Handbooks, Volume 3 Construction BMPs Handbook</u> and the <u>County of Los Angeles Department of Public Works BMPs Handbook for Construction Activities</u>. These publications are available from:

County of Los Angeles Department of Public Works Cashier's Office 900 South Fremont Avenue Alhambra, CA 91803 Telephone (626) 458-6959

The Contractor shall have a readily accessible copy of each publication in the service area at all times. As a minimum, the Contractor shall implement the following BMPs in conjunction with all its sweeping activities:

NO.	MATERIAL MANAGEMENT
CD10(2)	Material Delivery and Storage
CD11(2)	Material Use
CD12(2)	Spill Prevention and Control
	WASTE MANAGEMENT
CD13(2)	Solid Waste Management
CD14(2)	Hazardous Waste Management
CD15(2)	Contaminated Soil Management
CD16(2)	Concrete Waste Management
	VEHICLE AND EQUIPMENT MANAGEMENT

CD18(2) Vehicle and Equipment Cleaning
CD19(2) Vehicle and Equipment Fueling

CD20(2) Vehicle and Equipment Maintenance

TRAINING

CD40 Employee/Subcontractor Training

PHYSICAL STABILIZATION

CD26A(2) Soil Stabilizer/Dust Control

Additional BMPs may be required as a result of a change in actual field conditions, the Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

The BMP for the Contractor activities shall be continuously implemented throughout the year. The BMP for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. The BMP for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or operation which may produce runoff and whenever runoff from other sources may occur.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMPs shall be considered as included in the Total Annual Proposed Price shown in Form PW-2.1 through PW-2.5, Schedule of Prices. Should the Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Execution of this Contract shall constitute agreement by the County and the Contractor that \$1,000 per day is the minimum value of the cost and actual damage caused by the Contractor's failure to fully implement any BMP, that such sum is liquidated damages and shall not be construed as a penalty and that such sums may be deducted from payments due to the Contractor if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess the Contractor, as liquidated damages, \$1,000 for each calendar day that the Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with

these provisions. In addition, the Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney fees, legal costs, and staff costs) imposed or brought by any person or entity on account of Contractor's alleged lack of compliance with these provisions or nonimplementation of the specified BMPs. The County may deduct, from payment due to the Contractor, amounts necessary to cover such fines and costs.

R. Execution of Work

To minimize public inconvenience, the Contractor shall diligently execute the work in the manner and at the times approved by the Contract Manager as specified in this Exhibit's paragraph F, Work Schedule, and shall at all times comply with the approved sweeping schedule. If, as determined by the Contract Manager, the Contractor fails to execute the work to the extent that the public may be inconvenienced, the Contractor shall, upon orders from the Contract Manager, immediately resume diligent execution of the work. All cost of executing the work as described herein shall be included in the Contractor's Total Annual Proposed Price shown in Form PW-2.1 through PW-2.5, Schedule of Prices.

Should the Contractor continue or fail to execute the work diligently after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part until such time as the Contract Manager, in his or her sole discretion, determines that the Contractor will resume diligent execution of the work. All expenses and losses incurred by the Contractor as a result of such suspensions shall be borne by the Contractor.

S. Inspection and Acceptance of the Work

Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph AA, Quality Control. The Contractor shall routinely inspect the work to ensure compliance with the Plans and Specifications, approved schedules, and the Contractor quality standards.

The Contract Manager may inspect the work to assure that the quality of street sweeping services is in compliance with Terms and Conditions of this Contract. The Contract Manager may inspect by sampling the quality of the work at up to 20 random locations immediately after they are scheduled to be swept.

A "location" is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A 5 percent deduction of payment for that day's sweeping mileage shall be assessed for each and every location that is not swept in accordance with these Specifications and Plans. Photos and documentation for all deficient locations will be provided to the Contractor on the working day following the inspection for all deficient locations.

The Contract Manager will use the following general guidelines to determine if the street was swept properly:

- 1. No debris shall be in or on the street or gutter within 8 feet of the curb face. Debris includes, but is not limited to, trash, grass, leaves, soil, bottles, broken glass, rocks, and other refuse.
- 2. A trail of debris shall not be left along the street or gutter.
- 3. An inordinate amount of debris, which would indicate that the location had not been swept properly.

T. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the interest of the County. The Contractor shall comply immediately with any written order of the Contract Manager suspending work. Such suspension shall be without liability to the Contractor on the part of the County except as otherwise specified in this Exhibit's paragraph CC, Additional Sweeping.

U. Noncompliance with Plans and Specifications

Failure of the Contractor to comply with any requirement of these Specifications and Plans, and to immediately remedy any such noncompliance upon notice from the Contract Manager, may result in suspension of this Contract's monthly payments. Any monthly payments so suspended shall remain in suspension until the Contractor's operations are brought into compliance to the satisfaction of the Contract Manager. No additional compensation will be allowed as a result of suspension of the monthly payments due to noncompliance with these Specifications and Plans.

V. Contractor's Equipment Compliance with Laws and Regulations

- 1. The Contractor shall fully comply with all applicable laws and regulations, including but not limited to, all Air Quality Management District (AQMD) regulations. In particular, the Contractor's equipment shall, at all times, be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.
- 2. The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Contract Manager or a designee may inspect the Contractor's vehicles employed in the Contract work at any time without notice.

- 3. In the event of mechanical breakdown of an alternate-fuel street sweeper, and only if no other alternate-fuel street sweeper is available, the Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. The Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.
- 4. The Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the sweeping of curbed highways and streets, the Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph J, Standard of Performance.
- 5. The Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. The Contractor shall provide backup sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an area requires resweeping, or to provide any additional resweeping directed by the Contract Manager. All equipment shall be clearly marked with Contractor's name and vehicle number. The Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification
- 6. The sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. The Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

W. Global Positioning System

- 1. Primary and backup sweepers shall be equipped with a Global Positioning System (GPS) capable of reporting real time data.
- 2. The GPS shall be internet based (direct internet connection) or require additional software to access the GPS provider's data. If internet based, the Contractor shall provide Public Works with two accounts to access the GPS provider's internet site. If additional software is required, the Contractor shall provide software for installation on two Public Works computers.
- 3. The accounts shall be set up so that only Public Works and Contractor can view Public Works data.

- 4. The Contractor shall pay for all costs related to GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. There is no separate bid item for the GPS.
- 5. The GPS shall be capable of gathering the following real time data: speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water sprayer on/off.
- 6. The GPS shall be capable of tracking a sweeper's path with lines or dots superimposed on a map.
- 7. The minimum locate schedule (frequency of occurrence that GPS data is received from the sweeper) shall be every one minute when brooms are down.
- 8. The minimum locate schedule shall be every 15 minutes when brooms are up.
- 9. The GPS shall generate an e-mail alert when the following events occur:
 - a. Sweeper exceeds 6 mph and brooms are down.
 - b. One hour or more of nonmovement during weekdays, 6 a.m. to 4 p.m.
- The GPS shall be capable of generating daily reports of sweeper activity that includes the following information: date, time, address, speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water on/off.
- 11. Authorized Public Works employees can generate and print reports at any time.
- 12. All reports shall have the capability to be downloaded in other formats such as Microsoft Excel or Word.
- 13. Data shall be available for immediate downloading for a minimum of three months. After three months, data shall be backed up and be made available at Public Works' request.

X. Reports

In addition to other data filed with the County by the Contractor, the Contractor shall, on the second working day of each week, file a report with the Contract Manager enumerating the following information for the previous week:

- 1. Curb Miles and Paved Alley Miles swept each day.
- 2. Scheduled Curb Miles and Paved Alley Miles swept and areas missed.
- When missed areas were swept.
- 4. Number of complaints received each day.
- 5. Reasons scheduled sweeping was not performed or completed as scheduled.
- 6. Waste tonnage summary and copies of waste disposal receipts.

Y. Measurement

The Contractor is required to design an approved weekly "alternate day" sweeping schedule for all areas. There is no separate bid item for creating this schedule.

The basis of measurement and payment shall be by the Curb Mile for curbed streets and the Paved Alley Mile for paved alleys. On streets and highways, Curb Miles shall be measured toward the center of the rights of way from and parallel to the curb face. Measurement of medians will be continual and no deduction will be made for left turn pockets or intersecting streets.

Additional sweeping of streets, as defined in this Exhibit's paragraph CC, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of the width of street in feet divided by ten (both gutter brooms down) to determine the Curb Miles per mile of length.

Z. Contractor's Representative

Before starting the work, the Contractor shall designate, in writing, a County-approved representative who shall have complete authority to act for it. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of the Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Contract Manager to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

In order to communicate with the County, the Contractor's representative, superintendent, or person having charge of specific work shall be able to speak, read, and write the English language.

AA. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Plans, Specifications, and approved schedule of services.

The Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that Contractor's Quality Control representatives be separate and distinct from the Contractor's project manager or general superintendent, and that the Contractor's quality control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, the Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of the Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, and resolving quality control issues; and checklists or other documentation in support of the Contractor's Quality Control function.

BB. Plans and Specifications

Included as part of this Contract is Exhibit H, Area Maps, showing the locations of streets, alleys, and parking lots included in this service area.

The Plans, these Specifications, and other contract documents shall govern the work. These contract documents are intended to be complementary and cooperative and to describe and provide for a complete service. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

While it is believed that much of the information pertaining to conditions, which may affect the cost of the work, will be shown on the Plans or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. The Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site. The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Contract Manager.

CC. Additional Sweeping

The Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the Contract Manager. The Contractor will be compensated for each additional sweeping at the Contract's Unit Price per Curb Mile or Paved Alley Mile, indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, as appropriate.

The need for additional sweeping may be because of storm, fire, flood, parade, public gathering, riot, or other natural or unanticipated occurrence affecting the cleanliness of the streets. The additional sweeping may be in lieu of or in addition to the regularly scheduled sweeping as ordered by the Contract Manager.

Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the Contract's Unit Price per Curb Mile as defined in this Exhibit's paragraph Y, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in this Exhibit's paragraph J, Standard of Performance.

Compensation for extra sweeping will be for a minimum of 16 Curb Miles with no allowance for travel time under one of the following circumstances: a) the sweeper shall return to the area after having left when regular sweeping was completed; b) the extra sweeping is on a day when no regular sweeping is scheduled; or c) an additional sweeper must be brought to the area.

Notwithstanding the above, the County has the option on additional sweeps to compensate the Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a non-routine manner. In these cases, the hourly rate paid by the County to the Contractor shall be equal to four times the Contract's Unit Price per Curb Mile, as indicated in Form-2.1 through PW-2.5, Schedule of Prices. Minimum payment will be equivalent to payment for 16 Curb Miles.

DD. Changes Resulting from Schedule Disruption

During this Contract period, the Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians, in accordance with a schedule to be approved by the Contract Manager. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule.

Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph J, Standard of Performance, and shall be performed by the Contractor at the Contract's Unit Price per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's paragraph CC, Additional Sweeping.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said sweeping area is not swept in observance of said holiday, the subject sweeping area shall, when ordered by the Contract Manager, be swept within two working days of the regularly scheduled sweeping day without interruption in the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph J, Standard of Performance, and shall be performed by the Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

In the event the Contractor is prevented from completing the sweeping, as provided in the approved schedule because of reasons other than inclement weather or holidays, the Contractor shall be required to complete the deferred sweeping services within two calendar days without interruption in the regular sweeping schedule.

EE. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Area Maps (Exhibit H). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to the Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

Streets and alleys initially included in the schedule that are vacated by order of the Board will be deleted from the weekly schedule and the affected Curb Mileage deducted from this Contract's quantities.

Additions and/or deletions of Curb Mileage may affect the approved schedule and appropriate adjustments will be allowed subject to approval by the Contract Manager.

FF. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a city, the Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's Unit Price per Curb Mile until the termination date of this Contract or as directed by the County. The County may direct the Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior

to the expiration date of this Contract. The Curb Mileage of the streets and alleys, within the incorporated area, that are deleted from Contractor's weekly sweeping schedule will be deducted from the Contract quantities. The County may, at the request of the Contractor, review this Contract if the incorporation severely affects Contractor's weekly sweeping schedule.

GG. Changed Conditions

The Contractor shall notify the Contract Manager in writing of any changed conditions promptly upon their discovery. The Contract Manager will promptly investigate conditions which appear to be changed conditions. If the Contract Manager determines that the conditions are changed conditions and they will materially increase or decrease the costs of any portion of the work, a Change Order will be issued adjusting the compensation for such portion of the work. The compensation will be based on the appropriate Unit Price reflected in Form PW-2.1 through PW-2.5, Schedule of Prices.

If the Contract Manager determines that the conditions of which it has been notified by the Contractor do not justify an adjustment in compensation, the Contractor will be notified in writing.

HH. Communications and Public Relations

The Contractor shall provide a telephone answering service, toll free to residents of the area to be swept under this Contract and the County Road Maintenance Division District office responsible for the area, 7:30 a.m. to 4:30 p.m., Monday through Friday except on legal holidays. The answering service shall have the capability of contacting sweepers by radio, cellular phone, or paging equipment for the purpose of relaying instructions from the Contract Manager and to receive citizen complaints.

The telephone number shall be listed in the telephone directory for the area and shall be listed by the Contractor's common known name. All public complaints concerning street sweeping shall be investigated by the Contractor. Complaints brought to Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to the Contractor's attention after 3 p.m. shall be investigated before noon of the following day.

A complaint form shall be filled out for each complaint referred to or received by the Contractor. The form, which must be approved by the Contract Manager, shall be filed with the County on the first working day following the day the complaint was received. The Contractor shall report what actions were necessary to resolve each complaint.

II. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable California Occupational Safety and Health (Cal/OSHA) and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

JJ. Project Site Safety

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

KK. Project Safety Official

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

LL. <u>Automated Parking Enforcement System (Photo Enforcement System)</u>

The County may desire to have the ability to issue automated enforcement citations for parking violations during the designated hours of operation for a street-sweeping parking lane as may be provided in Section 40245 et seq. of the California Vehicle Code. When requested by the Contract Manager, the Contractor shall permit the placement of a digital camera system by a County approved vendor in order for the private vendor to capture information from vehicles that are parked during the designated street sweeping parking enforcement hours within the parking lane. The Contractor shall be prohibited from utilizing any images collected from this automated enforcement digital camera system (Photo Enforcement System), including license plate numbers, for any purpose other than establishing appropriate context to support the parking violation. The Contractor shall maintain individual privacy, and shall take all steps in ensuring confidential data is handled in accordance with the Vehicle Code and any established guidelines of the County approved private vendor. The County will reimburse the Contractor for costs directly associated with the implementation and continuous compliance with the Photo Enforcement System, upon presentation of the invoice submitted to the Contractor by the County approved private vendor.

MM. Liquidated Damages

- 1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
- 2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work:
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - It would be difficult for the County to prove loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquated damages is specified.

- 3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
- 4. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary, to evaluate Contractor's performance.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

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

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

B. <u>Definitions</u>

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

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

Bid or Bid Submission. The response to an Invitation for Bids.

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

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

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

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

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

<u>Day</u>. Calendar day(s) unless otherwise specified.

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

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

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

<u>Employee Leasing</u>. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

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

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

<u>Proposal</u>. The written materials that a Proposer submits in response to this Request for Statement of Qualifications (Request for Statement of Qualifications).

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

<u>Public Works</u>. County of Los Angeles Department of Public Works.

<u>Qualified Contractor</u>. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for services contracts solicited by the County.

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

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

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

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

C. <u>Headings</u>

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

- 1. For any change which affects the Scope of Work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
- 2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
- 3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
- 4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

- 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 this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

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

- In the performance of this Contract, Contractor shall 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.
- 2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations,

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

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

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

H. <u>Confidentiality</u>

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

expense, except that in the event Contractor fails to provide County with a full and adequate defense as determined by County in its sole judgment,

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

 Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. <u>Conflict of Interest</u>

- 1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. <u>Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List</u>

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

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

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The

"Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under

California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

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

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

O. Contractor Performance Evaluation/Corrective Action Measures

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

P. Damage to County Facilities, Buildings, or Grounds

- Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
- 2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the

occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. <u>Employment Eligibility Verification</u>

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

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages,

overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. <u>Most Favored Public Entity</u>

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

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

County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

Chief, Administrative Services Division County of Los Angeles Department of Public Works P.O. Box 1460 Alhambra, CA 91802-1460

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

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.

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

EE. Public Records Act

- 1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents. books. and accounting records pursuant to Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seg. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other

proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
- 3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County)

Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the

County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall

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comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

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

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

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without

the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

- 1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
- Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
- 4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

- 5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
- Contractor shall be solely liable and responsible for all payments or other 6. compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
- 7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County

from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.

Employee Leasing is prohibited. 8.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law - B.20 -

(Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

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

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

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

OO. Compliance with County's Zero Tolerance Human Trafficking

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's

staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

TERMINATIONS/SUSPENSIONS

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

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

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

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

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. <u>Termination/Suspension for Default</u>

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

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

D. <u>Termination/Suspension for Improper Consideration</u>

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

E. <u>Termination/Suspension for Insolvency</u>

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

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

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

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

G. Termination/Suspension for Nonappropriation of Funds

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

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. <u>Gratuitous Work</u>

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. <u>Public Convenience</u>

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Materials and Equipment

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

R. <u>Transportation</u>

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special

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

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

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

number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.

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

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFSQ Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
- 3. Additional Insured Status and Scope of Coverage The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to

the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 4. <u>Cancellation of or Changes in Insurance</u>: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 5. <u>Failure to Maintain Insurance:</u> Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- 6. <u>Insurer Financial Ratings:</u> Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- 7. <u>Contractor's Insurance Shall Be Primary:</u> Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- 8. <u>Waivers of Subrogation</u>: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

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

15. <u>County Review and Approval of Insurance Requirements:</u> The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

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

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

F. <u>Insurance Coverage Requirements</u>

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

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

- 2. <u>Automobile Liability</u> insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

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

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. <u>Jury Service Program</u>

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

B. Written Employee Jury Service Policy

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

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

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

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

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

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

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

- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
- Termination/Suspension: Contractor's failure to submit an accurate, C. complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate; such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - Withholding Payment: If Contractor fails to pay one or more of its a. Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most - B.45 -Street Sweeping RFSQ

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

- c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

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.

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

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

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

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

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

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; AND
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

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

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

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

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

Notice 1015

(Rev. December 2016)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/orderforms to order it.

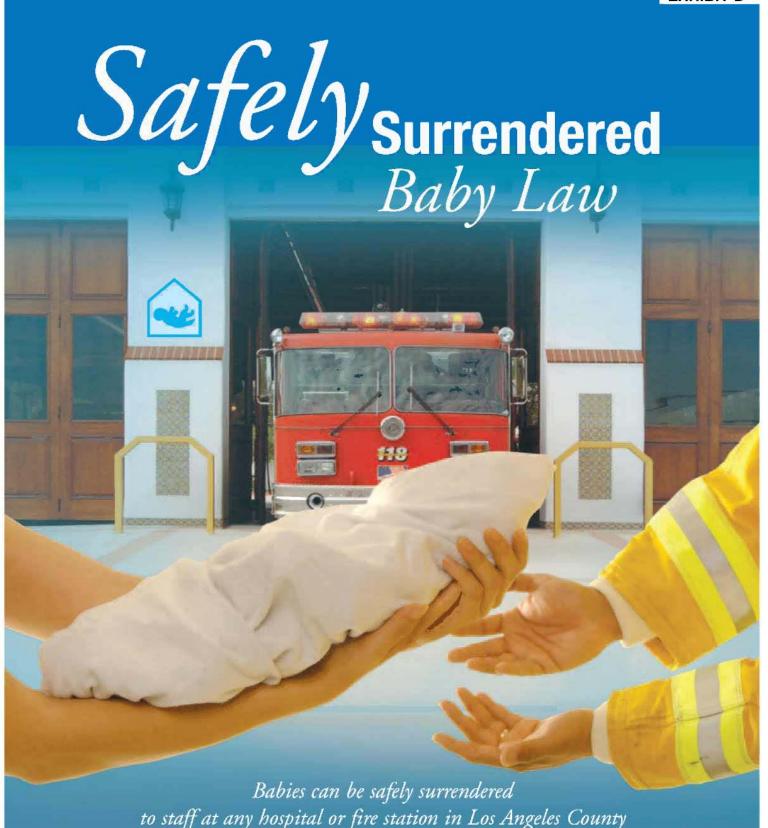
How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016) Cat. No. 20599I



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered
Baby Law allows parents or
other persons, with lawful
custody, which means anyone
to whom the parent has given
permission to confidentially
surrender a baby. As long as
the baby is three days (72
hours) of age or younger and
has not been abused or
neglected, the baby may be
surrendered without fear of
arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In ease the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723 www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin

Peligro de California permite la

entrega confidencial de un recién
nacido por parte de sus padres u

otras personas con custodia legal,
es decir cualquier persona a quien
los padres le hayan dado permiso.

Siempre que el bebé tenga tres
días (72 horas) de vida o menos, y
no haya sufrido abuso ni
negligencia, pueden entregar al
recién nacido sin temor de ser
arrestados o procesados.

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and Contract language.

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

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

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

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Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
B. REPORTS/DOCUMENTATIONS				
Daily/Weekly/Monthly/ Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	
Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract. Employees who do not pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	□Yes □No □N/A	
Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	□Yes □No □N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	□Yes □No □N/A	
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence.	□Yes □No □N/A	
5. Training program	Document training of each employee.	\$250 per untrained employee.	□Yes □No	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
			□N/A	
Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	□Yes □No □N/A	
D. SUPERVISOR/MANAGERS				
Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	□Yes □No □N/A	
Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	□Yes □No □N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	□Yes □No □N/A	
Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	□Yes □No □N/A	
Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	□Yes □No □N/A	
7. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$100 per day for use of non English-speaking supervisor; possible suspension.	□Yes □No □N/A	
E. CONTRACT ADMINSTRATION				
Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	□Yes □No □N/A	
License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
4. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	□Yes □No □N/A	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	□Yes □No □N/A	

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

Sample Fuel Adjustment Calculation

Following sample data is required to calculate fuel adjustment:

Unit Rate from PW-2, Schedule of Prices: \$15.00

Percentage of Unit Rate Attributable to Fuel Costs: 5% (from Agreement)

Proposal due date: November 2007

One year after Contract start date: July 2009

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - November 2007¹ 173.7 cents per Gallon Diesel (On-Highway) – June 2009² 218.7 cents per Gallon

Percent Change = [(June 2009 Price/Gallon – November 2007 Price/Gallon) /

(November 2007 Price/Gallon] x (100) [(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):

- = (5% of Unit rate x Percent Change in Diesel Price)
- $= (5\% \times $15.00 \times 25.9\%)$
- = \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

Fuel Adjustment (FA) Component for Propane price:

Propane (Commercial/Institutional) - November 2007¹

173.7 cents per Gallon
Propane (Commercial/Institutional) - April 2009²

218.7 cents per Gallon
Propane (Commercial/Institutional) - April 2009 Price (College November 2007 Price (College))

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) /

(November 2007 Price/Gallon] x (100) [(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Propane price: 25.9% increase

Adjusted Unit Rate (FA Component):

- = (5% of Unit rate x Percent Change in Propane Price)
- $= (5\% \times $15.00 \times 25.9\%)$
- = \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

Fuel Adjustment (FA) Component for CNG price:

Propane (West Coast) - November 2007¹

173.7 cents per Gallon

Propane (West Coast) - April 2009²

218.7 cents per Gallon

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) /

(November 2007 Price/Gallon] x (100)

 $[(218.7 - 173.7) / 173.7] \times (100) = 25.9\%$

Percent Change in CNG price: 25.9% increase

Adjusted Unit Rate (FA Component):

- = (5% of Unit rate x Percent Change in CNG Price)
- $= (5\% \times $15.00 \times 25.9\%)$
- = \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

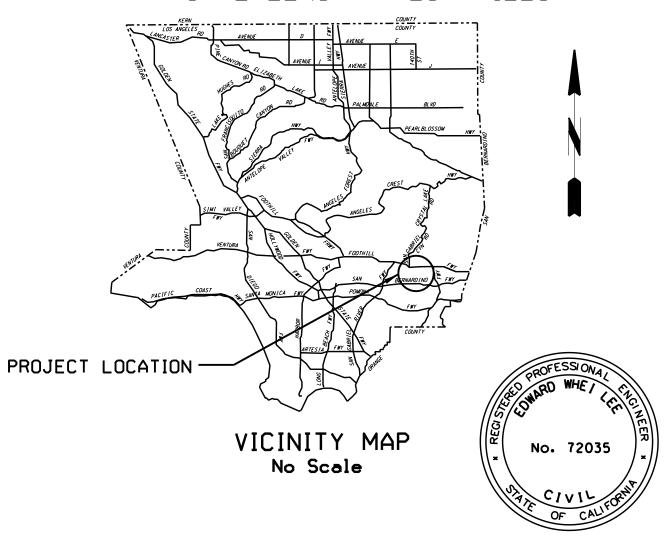
- 1. The month of the proposal due date.
- 2. Most recently published fuel price for the requesting month (one year from the contract start date).

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO.RMD1506008
PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

AZUSA / COVINA / CLAREMONT AREA STREET SWEEPING

TOTAL LENGTH = 207 MILES



INDEX OF SHEETS

SHEET 1 Title Sheet SHEET 2 - 11 Location Maps SHEET 12 Summary, Alleys & Medians APPROVED Gail Farber DIRECTOR OF PUBLIC WORKS

SUBMITTED

ASST. DEPUTY DIRECTOR-RD.MAINT.DIV.DATE

REFERENCES THOMAS GUIDE AS SHOWN
ROAD DISTRICT 118.518

HOMAS GUIDE AS SHOWN REVIEWED

DISTRICT ENGINEER-RD.MAINT.DIST. 1 DATE

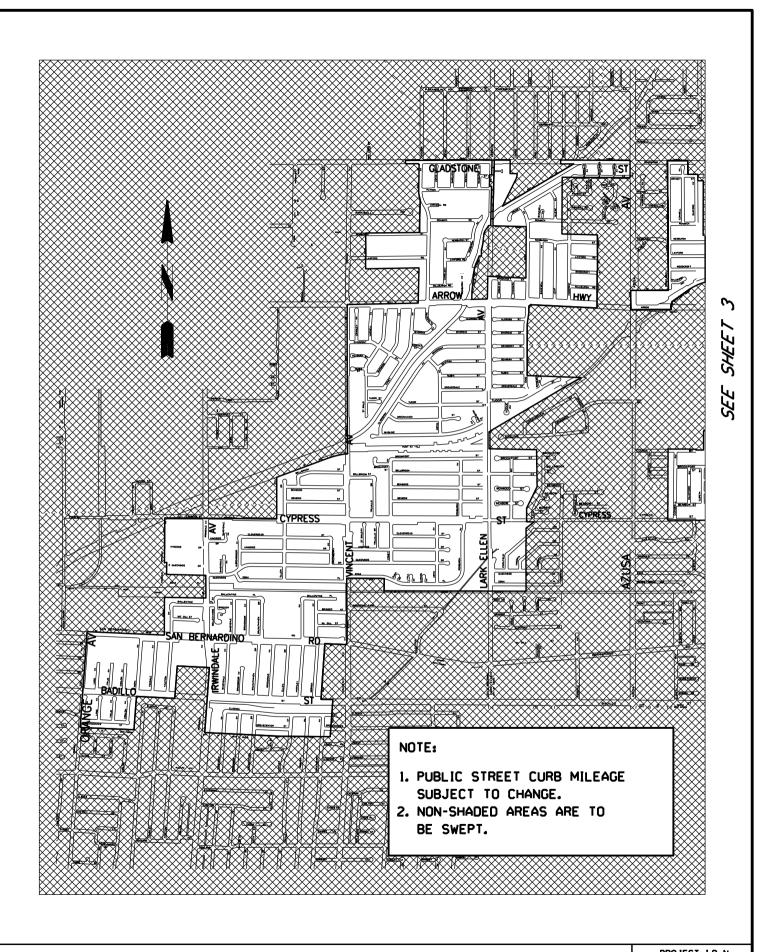
PROJECT ENGINEER C.E. NO. DESIGNER
E. LEE C 72035 E. LEE

S. HOURANY

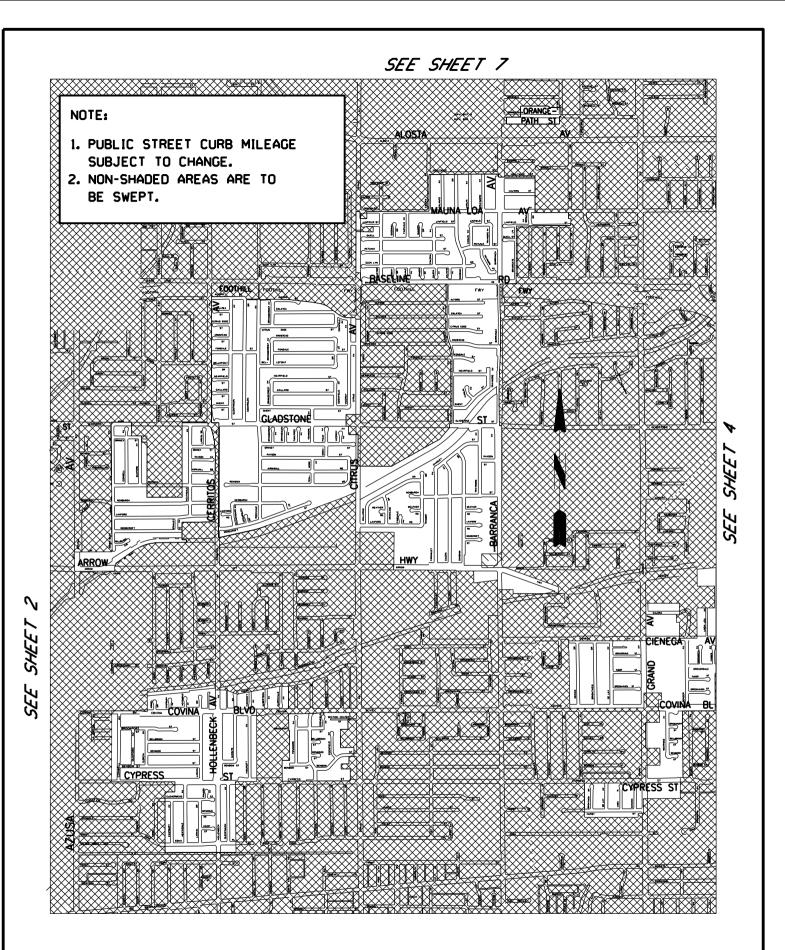
CHECKER

DEPUTY DIRECTOR

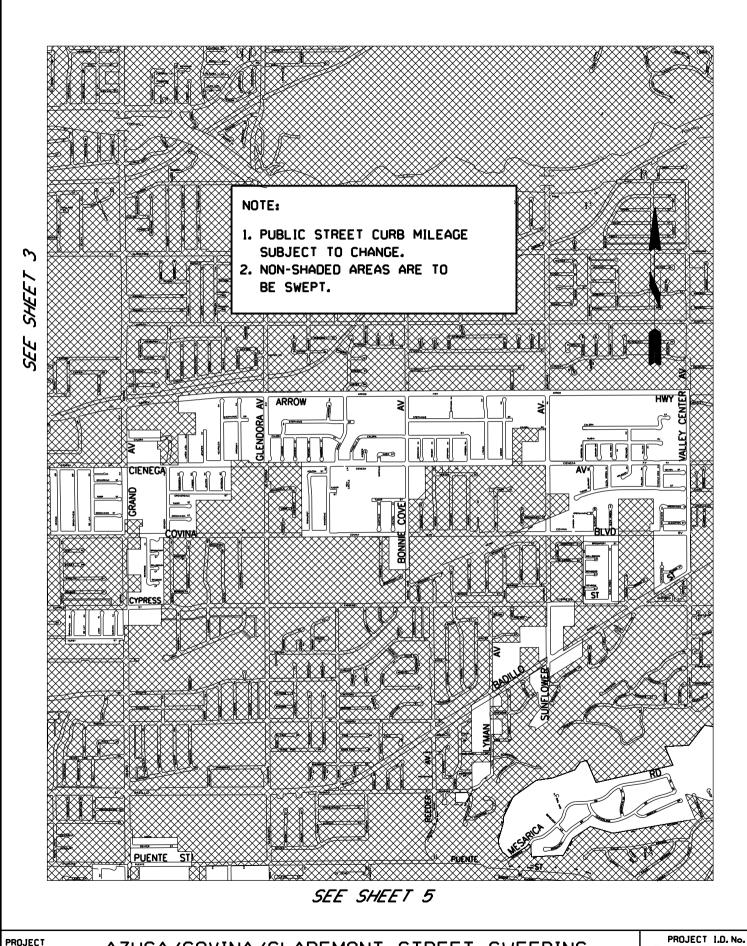
JOB R31061012



PROJECT NAME	AZUSA/	'COVIN	A/CLAREMON	IT STREE	ET S	WEEPIN	G		06008
PROJECT ENGINEER	E. LEE	C.E. NO. C 72035	LOS ANGELES COUNTY ROAD MAINTENANCE (DEPT OF PUBLIO DIVISION - DIST		T.G. 598	FILENAME	SCALE NONE	SHEET 2 OF 12



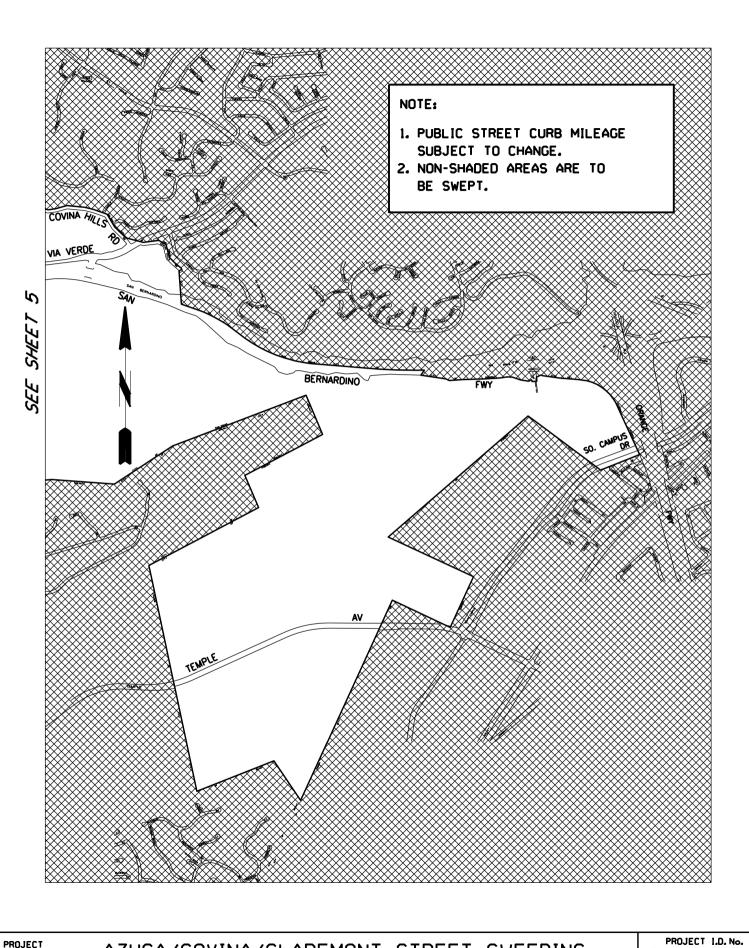
PROJECT NAME	AZUSA.	/COVIN	A/CLAREMON	IT STREE	T SI	WEEPIN	3	PROJECT 1.D. No. RMD1506008	
PROJECT ENGINEER	E. LEE	C.E. NO. C 72035	LOS ANGELES COUNTY ROAD MAINTENANCE			T .G. 569,598,599	FILENAME	SCALE NONE	SHEET 3 OF 12



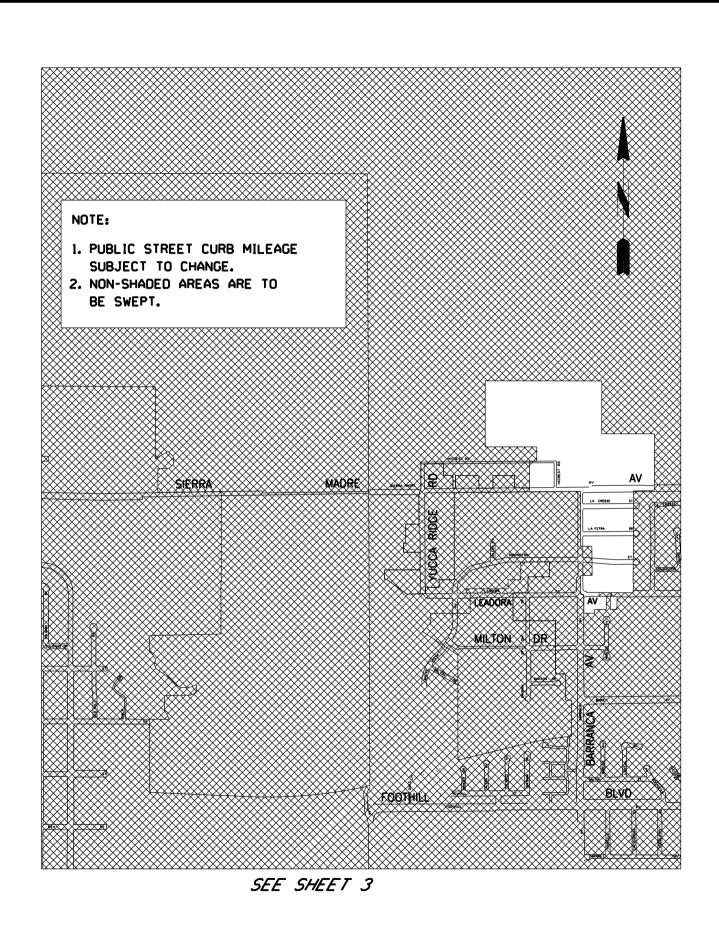
PROJECT NAME AZUSA/COVINA/CLAREMONT STREET SWEEPING RMD1506008 PROJECT ENGINEER C.E. NO. C 72035 LOS ANGELES COUNTY DEPT OF PUBLIC WORKS T.G. FILENAME SCALE SHEET E. LEE ROAD MAINTENANCE DIVISION - DISTRICT 1 599 NONE 4 OF 12

SEE SHEET 4 BUENOS NOTE: 1. PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE. 2. NON-SHADED AREAS ARE TO BE SWEPT.

PROJECT NAME	AZUSA	/COVIN	A/CLAREMON	NT STREE	T S	WEEPIN	G		ct i.d. no. 506008
PROJECT ENGINEER	E.LEE	C.E. NO. C 72035	LOS ANGELES COUNTY ROAD MAINTENANCE			T .G. 599,639	FILENAME	SCALE NONE	SHEET 5 OF 12



PROJECT NAME	AZUSA	/COVIN	IA/CLAR	EMONT	ST	REE	T SI	WEEPIN	3		06008
PROJECT ENGINEER	E.LEE	C.E. NO. C 72035		COUNTY DE	_		WORKS	T .G. 639,640	FILENAME	SCALE NONE	SHEET 6 OF 12



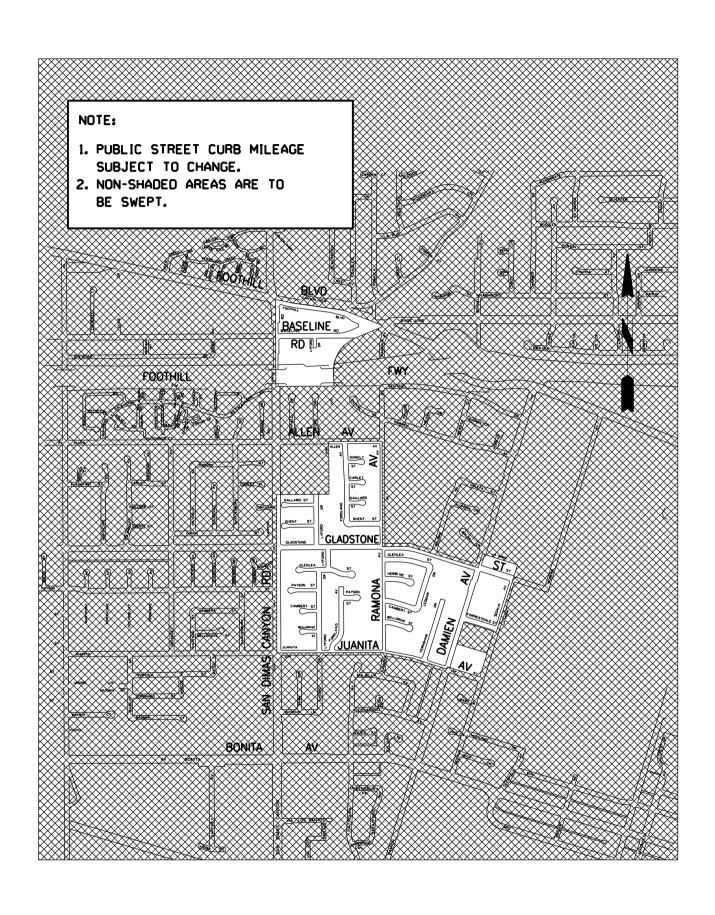
AZUSA/COVINA/CLAREMONT STREET SWEEPING RMD1506008

NONE

7 OF 12

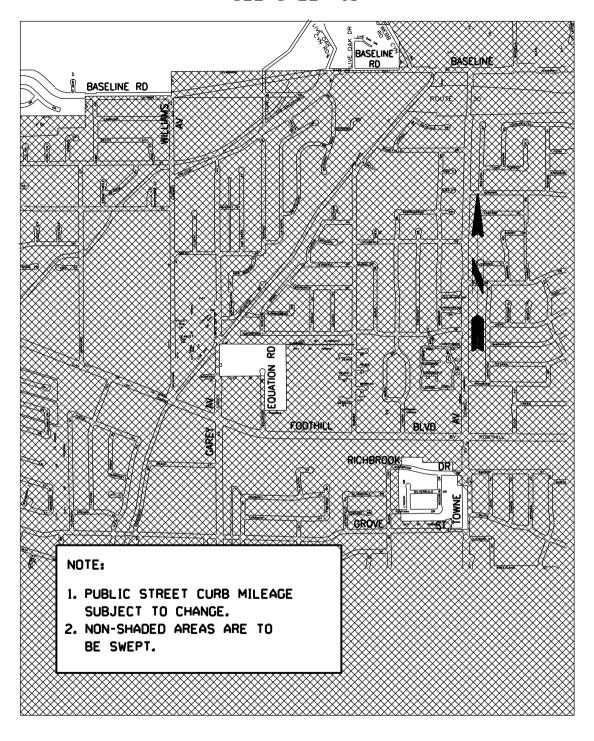
PROJECT E. LEE C.E. NO. C 72035 LOS ANGELES COUNTY DEPT OF PUBLIC WORKS T.G. FILE ROAD MAINTENANCE DIVISION - DISTRICT 1 569

PROJECT NAME



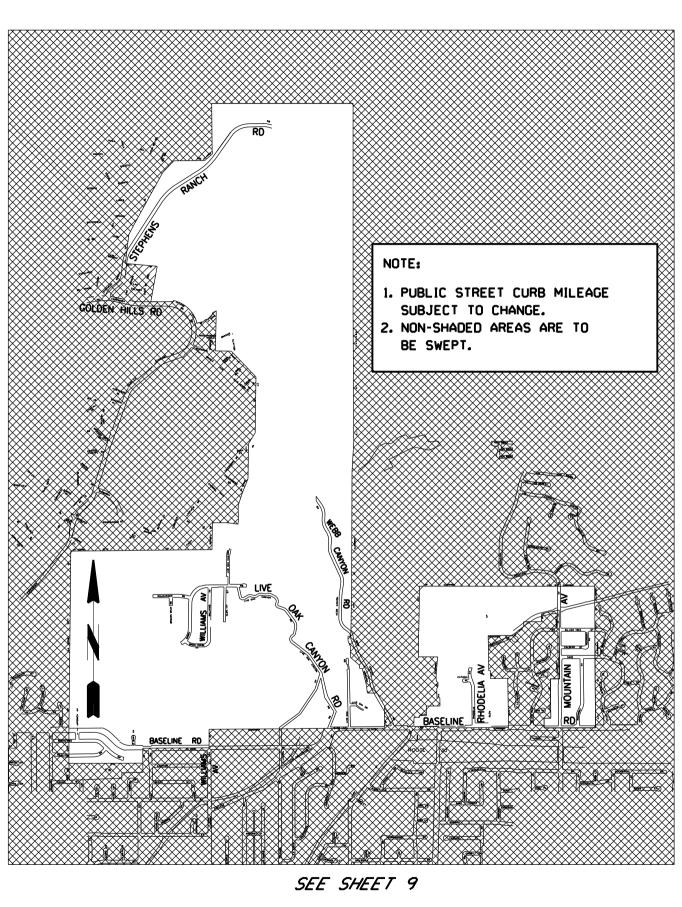
PROJECT NAME	AZUSA/	′COVIN	A/CLAREMON	NT STF	REET S	WEEPIN	C		CT I.D. No. 506008
PROJECT ENGINEER	E.LEE	C.E. NO. C 72035	LOS ANGELES COUNTY ROAD MAINTENANCE		UBLIC WORKS	T .G. 570,600	FILENAME	SCALE NONE	SHEET 8 OF 12

SEE SHEET 10



PROJECT NAME	AZUSA	/COVIN	A/CLAREMON	T STREE	TS	WEEPIN	G	PROJECT 1.D. No. RMD1506008	
PROJECT ENGINEER	E. LEE	C.E. NO. C 72035	LOS ANGELES COUNTY ROAD MAINTENANCE (DEPT OF PUBLIC DIVISION - DISTI		T.G. 600,601	FILENAME	SCALE NONE	SHEET 9 OF 12





AZUSA/COVINA/CLAREMONT STREET SWEEPING

PROJECT 1.D. No. RMD1506008

PROJECT E. LEE C.E. N C 728

PROJECT NAME

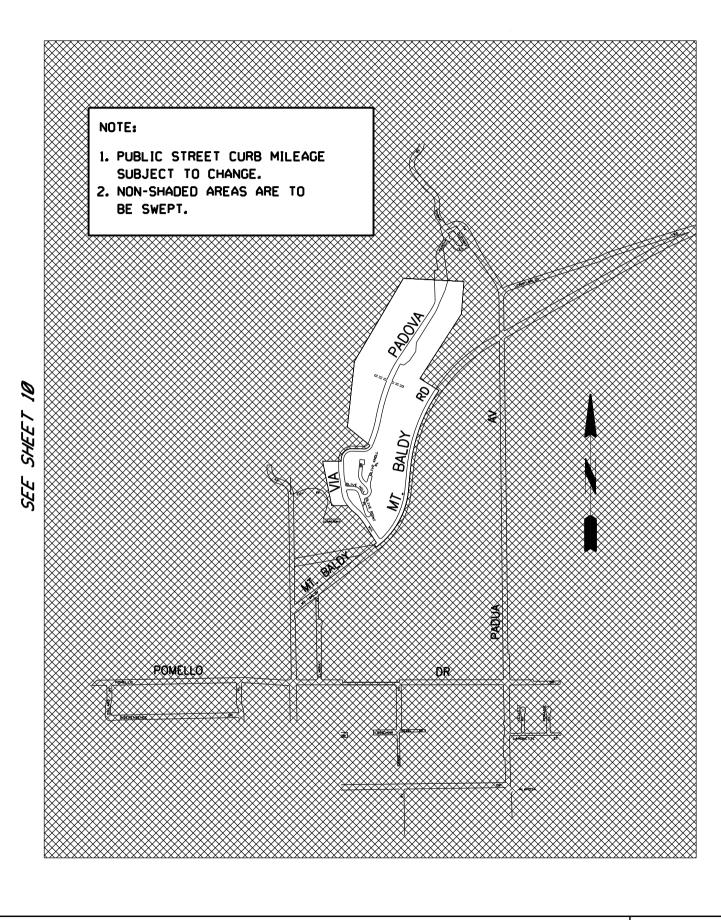
> C.E. NO. LOS C 72035

LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1

T.G. 1 570,571

FILENAME

SCALE SHEET
NONE 10 OF 12



PROJECT NAME	AZUSA/	COVIN	A/CLAREMON	NT STREE	T S	WEEPIN	G		CT 1.D. No. 506008
PROJECT ENGINEER	E.LEE	C.E. NO. C 72035	LOS ANGELES COUNTY ROAD MAINTENANCE			T .G. 571	FILENAME	SCALE NONE	SHEET 11 OF 12

SUMMARY OF MILES

TYPE CURB MILES

Streets and Highways 194.01

Raised Curbed Medians 12.48

Paved Alleys 0.51

TOTAL MILES TO BE SWEPT: 207.00

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2 THROUGH 11 ARE TO BE SWEPT WEEKLY.

ALLEYS

(TO BE SWEPT EVERY WEEK)

ALLEY LOCATION	<u>LIMITS</u>	CURB MILES
Alley S/o Gladstone St.	Lark Ellen Av. to 200' E/o Lark Ellen Av.	0.08
Alley W/o Hollenbeck Av.	410' N/o Covina Bl. To Covina Bl.	0.16
Alley E/o Hollenbeck Av.	410' N/o Covina Bl. To Covina Bl.	0.16
Alley S/o Cienega Av.	De Lay Av. to 295' E/o De Lay Av.	<u>0.11</u>
	TOTAL PAVED ALLEY MILE	ES: 0.51

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

STREET NAME	<u>LIMITS</u>	SIDE	MILES
Arrow Highway	Azusa Av. to Big Dalton BW	Both	0.08
Arrow Highway	430' W/o Barranca Av to Barranca Av.	Both	0.16
Arrow Highway	Barranca Av. to 175' E/o Barranca Av.	Both	0.07
Arrow Highway	Glendora Av. to Valley Center Av.	Both	3.17
Azusa Av.	230' N/o Arrow Hy. To Arrow Hy.	Both	0.09
Badillo St.	Orange Av. to 300' W/o Vincent Av.	Both	1.73
Badillo St.	400' W/o Lyman St. to Lyman St.	Both	0.16
Badillo St.	Sunflower Av. to 355' E/o Sunflower Av.	North	0.07
Badillo St.	Sunflower Av. to 771' E/o Sunflower Av.	South	0.14
Badillo St.	235' W/o Castleview Av. to Valley Center Av.	North	0.12
Barranca Av.	194' S/o Armstead St. to Gladstone St.	Both	0.33
Grand Av.	Cienega Av. to Covina Bl.	Both	0.47
Grand Av.	Cypress St. to 325' S/o Cypress St.	Both	0.12
Grand Av.	Puente Av. to Rowland Av.	Both	0.42
Grand Av.	Virginia Av. to 2150' S/o Cameron Av.	Both	2.50
Irwindale Av.	Queenside Dr. to Badillo St.	Both	0.40
Lark Ellen Av.	Woodcroft St. to Arrow Hy.	Both	0.13
Temple Av.	4500' E/o Grand Av. to 8591' E/o Grand Av.	Both	1.86
Towne Av.	195' S/o Richbrook Dr. to Grove St.	Both	0.19
Via Verde	725' W/o Covina Hills Rd. to Covina Hills Rd.	Both TOTAL CURB MILES:	0 <u>.27</u> 12.48

PROJECT NAME	AZUSA/COVINA/CLAREMONT STREET SWEEPING					PROJECT I.D. No. RMD1506008			
PROJECT ENGINEER	E.LEE	C.E. NO. C 72035	LOS ANGELES COUNTY ROAD MAINTENANCE (IC WORKS	T.G.	FILENAME	SCALE	SHEET 12 OF 12





STATEMENT OF QUALIFICATIONS FOR STREET SWEEPING SERVICES (2015-SQPA004)

EXCLUSIVELY FOR

COUNTY OF LOS ANGELES

APRIL 15, 2015

1937 W. 169th Street Gardena, CA 90247 (800) 225-7316 x108

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- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-7 PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
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 PREFERENCE PROGRAM CONSIDERATION AND CBE
 FIRM/ORGANIZATION INFORMATION FORM
- PW-10 GAIN AND GROW EMPLOYMENT COMMITMENT
- PW-12 CHARITABLE CONTRIBUTIONS CERTIFICATIONS



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•	LW-3	CONTRACTOR LIVING WAGE DECLARATION	
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•	LW-5	LABOR/PAYROLL/DEBARMENT HISTORY	
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April 13, 2015

County of Los Angeles Department of Public Works 900 South Fremont Street Alhambra, CA 91803

RE: STATEMENT OF QUALIFICATIONS FOR STREET SWEEPING SERVICES (2015-SQPA004)

Dear Ladies and Gentlemen,

Enclosed is our proposal for the statement of qualifications for street sweeping services.

Our proposal contemplates complete compliance with all terms and conditions set forth in your request for proposals.

We serve more than 50 cities in southern California. We are committed to providing high quality street sweeping and high quality customer service.

We understand that Los Angeles County is seeking a problem free service provider. We are confident that we will be able to perform this contract perfectly without any exceptions or problems.

I am legally authorized to make representations and/or enter into contracts on behalf of CleanStreet. I can be reached at CleanStreet's headquarters at 1937 West 169th Street, Gardena, CA 90247. I can also be reached at (800) 225-7316 x108, by cell at (310) 740-1601 or by email at randerson@cleanstreet.com.

Thank you for this opportunity. We enjoy working for Los Angeles County. I hope we can be of service.

Sincerely,

CLEANSTREET

Rick Anderson

Corporate Secretary

Mideny



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

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

IN REPLY PLEASE
REFER TO FILE. AS-0

April 7, 2015

REQUEST FOR STATEMENT OF QUALIFICATIONS – INFORMATIONAL UPDATE 1 STREET SWEEPING SERVICES, (2015-SQPA004)

Thank you for attending the mandatory Proposers' Conference for Street Sweeping Services (2015-SQPA004) held on Tuesday, March 31, 2015.

Please take notice that the deadline to submit proposals has been changed to **Wednesday**, **April 15**, **2015**, **by 5**:30 p.m.

Informational Update

Question: Could you give an estimate as to how many bid opportunities will come available in the next few years and when you expect these contracts will come up to bid?

Response: The Department of Public Works may potentially solicit up to seven street sweeping contracts within the next few years depending on the needs of the County.

If you have questions concerning the above information, please contact Ms. Angela Cho at (626) 458-4169, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

GAIL FARBER

Director of Public Works

GHAYANE ZAKARIAN, Chief

Administrative Services Division

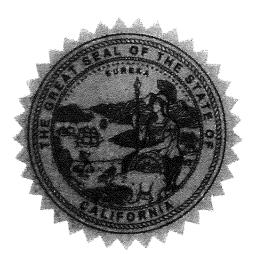
AHC

p:\aspub\contract\angela\street sweeping\2015\rfsq\01.5 info update\informational update 1.docx



I, Kevin Shelley, Secretary of State of the State of California, hereby certify:

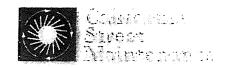
That the attached transcript of _____ page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

March 1900

Kluin Stulley Secretary of State



ENDORSED - FILED in the office of the Secretary of State of the State of California

JAN 3 1 2003

KEVIN SHELLEY Secretary of State

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

The undersigned certify that:

- They are the **president** and the **secretary**, respectively, of <u>California</u> <u>Street Maintenance</u>, <u>Inc.</u>, a California corporation.
- 2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

the name of this corporation is: Cleanstreet

- 3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
- 4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 1000 shares. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of Our knowledge.

DATE: 1/27/03

ere Costello, President

Richard Anderson, Secretary



State of California Secretary of State

S

STATEMENT OF INFORMATION

(Domestic Stock Corporation)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not after if name is preprinted.)

C1425843 CLEANSTREET 17-19TH ST HERMOSA BEACH CA 90254

			This Spa	ice For Filing Use Only
DUE DATE: 12-31-0	7			
CALIFORNIA CORPORI	ATE DISCLOSURE ACT (Corporations Code section	n 1502.1)		
A publicly traded corpora	tion must file with the Secretary of State a Corpo	rate Disclosure Stateme	ent (Form SI-PT)	annually, within 150 day
	rear. Please see reverse for additional information	n regarding publicly trad	led corporations.	
NO CHANGE STATEME				
the box and proce				<u>-</u>
If there have bee statement has be	n any changes to the information contained in the on previously filed, this form must be completed in its	last Statement of Informa s entirety.	ation filed with th	e Secretary of State, or no
COMPLETE ADDRESSE	S FOR THE FOLLOWING (Do not abbreviate the r	name of the city. Items 3 ar	nd 4 cannot be P.C). Boxes.)
3. STREET ADDRESS OF PR 1937 W. 169th Stree	t e e e e e e e e e e e e e e e e e e e	CITY AND STATE Gardena	CA	ZIP COUL 90247
1937 W. 169th Stree		crry Gardena	STATE CA	ZIP CODE 90247
NAMES AND COMPLETS for the specific officer may be	E ADDRESSES OF THE FOLLOWING OFFICE added; however, the preprinted titles on this form must	RS (The corporation must not be altered.)	t have these three	officers. A comparable title
5. CHIEF EXECUTIVE OFFICE Jere Costello - 1937 \	N. 169th Street, Gardena, CA 90247	CITY AND STATE .	in the state of th	ZIP CODE
6. SECRETARY/ Rick Anderson - 1937	ADDRESS W. 169th Street, Gardena, CA 90247	CITY AND STATE	en e	ZIP CODE
7. CHIEF FINANCIAL OFFICER		CITY AND STATE		ZIP CODE
NAMES AND COMPLETE	ADDRESSES OF ALL DIRECTORS, INCLUDING Attach additional pages, if necessary.)	NG DIRECTORS WHO	ARE ALSO OFF	ICERS (The corporation
8. NAME	V. 169th Street, Gardena, CA 90247	CITY AND STATE	aus refere is recentified never investigation (assessment on assessment	ZIP CODE
9. NAME	ADDRESS	CITY AND STATE		ZIP CODE
10, NAME	ADORESS	CITY AND STATE		ZIP CODE
11. NUMBER OF VACANCIES O	N THE BOARD OF DIRECTORS, IF ANY.			
AGENT FOR SERVICE OF address. If the agent is anoth section 1505 and Item 13 mus	F PROCESS (If the agent is an individual, the agent in their corporation, the agent must have on file with the Co t be left blank.)	must reside in California an California Secretary of State	d Item 13 must be a certificate purs	completed with a California suant to Corporations Code
12. NAME OF AGENT FOR SERV Jere Costello	VICE OF PROCESS			
 ADDRESS OF AGENT FOR S 1937 W. 169th Street, 	SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL Gardéna, CA 90247	СПҮ	STATE	ZIP CODE
TYPE OF BUSINESS				
14. DESCRIBE THE TYPE OF BU Sweeping Services	JSINESS OF THE CORPORATION	A		
INCLUDING ANY ATTACHME	EMENT OF INFORMATION TO THE SECRETARY WASTATA INTS, IS TRUE AND CORRECT.	ATION CERT	IFIES THE INFORM	ATION CONTAINED HEFIEIN,
Jere Costello	\ / In		CEO	10-23-07
	RSON COMPLETING THE FORM SIGN	ATURE	πιε	DATE
SI-200 N/C (REV 06/2007)			APPROVED	BY SECRETARY OF STATE



State of California **Secretary of State**

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations) FEES (Filing and Disclosure): \$25.00. If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME **CLEANSTREET**

EV12339

S

FILED

In the office of the Secretary of State of the State of California

APPROVED BY SECRETARY OF STATE

Months and a second			NOV-1	4 2013
2. CALIFORNIA CORPORATE NUM	BER C1425843		-	
No Change Statement (III			This Space for Fi	ling Use Only
no Change Statement (Not appli	cable if agent address of record is a P.O. I	Box address. See instruction	ons.)	•
If there has been no chang of State, check the box and		e form must be completed e last Statement of Informat	I in its entirety. tion filed with the Cal	
Complete Addresses for the Fol	lowing (Do not abbreviate the name of the	city. Items 4 and 5 cannot b	e P.O. Boxes.)	
4. STREET ADDRESS OF PRINCIPAL EX	XECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BU		CITY	STATE	ZIP CODE
MAILING ADDRESS OF CORPORATION	DN, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
Names and Complete Addresses	s of the Following Officers (The corpo printed titles on this form must not be altered	ration must list these three of	officers. "A comparabl	e title for the specific
7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Names and Complete Addresses director. Attach additional pages, if nec	of All Directors, including Directors	Who are Also Officers	(The corporation mu	ist have at least one
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE
13. NUMBER OF VACANCIES ON THE BOA	ARD OF DIRECTORS, IF ANY:			
address, a P.O. Box address is not acc	ne agent is an individual, the agent must resi ceptable. If the agent is another corporation ations Code section 1505 and Item 15 must b	the agent must have on fil	must be completed wi le with the California	th a California street Secretary of State a
14. NAME OF AGENT FOR SERVICE OF PI	ROCESS		- k -	X
15.8 STREET ADDRESS OF AGENT FOR SE	RVICE OF PROCESS IN CALIFORNIA, IF AN INC	NVIDUAL CITY	STATE	ZIP CODE
Type of Business 👵 💮 💛	**************************************			
16. DESCRIBE THE TYPE OF BUSINESS O				
CONTAINED HEREIN, INCLUDING ANY	OF INFORMATION TO THE CALIFORNIA SECR ATTACHMENTS, IS TRUE AND CORRECT.	ETARY OF STATE, THE COR	PORATION CERTIFIES	THE INFORMATION
11/14/2013 NITA MORAN		OUNTING MANAGER		
	E OF PERSON COMPLETING FORM	TITLE	SIGNATUR	
SI-200 (REV 01/2013)	E OF PERSON COMPLETING FORM	TITLE		COETABY OF STAT

BACKGROUND



CleanStreet has its headquarters in Gardena, California. CleanStreet was formerly known as California Street Maintenance and South Bay Sweeping.

Company founder and CEO Jere Costello began sweeping shopping centers in 1961. In 1969 with the help of George Graziadio and Imperial Bank, Jere purchased his first revolutionary and dependable Tymco Air Sweeper.

By 1973, the company had become one of the largest shopping center sweeping companies in Southern California. That year the company began sweeping its first municipality, Rolling Hills Estates. We will always be grateful to City Manager Harry Peacock for giving us that opportunity.

In 1978 Proposition 13 passed. All of sudden more cities became interested in saving money. Often potential municipal clients would say "of course we would like to contract for street sweeping services and save money, but how do we know you will do a good job? We have had some bad experiences with irresponsible and non-responsive contractors."

We would say, "We will make a simple promise to you and your City. We will sweep every street on time every day. We will instruct our operator to take as many passes as are necessary to clean every street thoroughly. If we ever do receive a complaint, we will re-sweep it immediately. No questions asked."

As word spread that we are a good dependable company, we slowly and steadily grew year after year. Our commitment to quality and customer satisfaction turned out to be an overwhelming success.

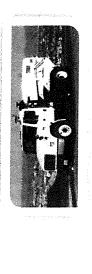
Today CleanStreet serves scores of municipalities and major private facilities with high quality cleaning and sweeping services. The key to our success is the fact that we kept that promise of quality to our clients.

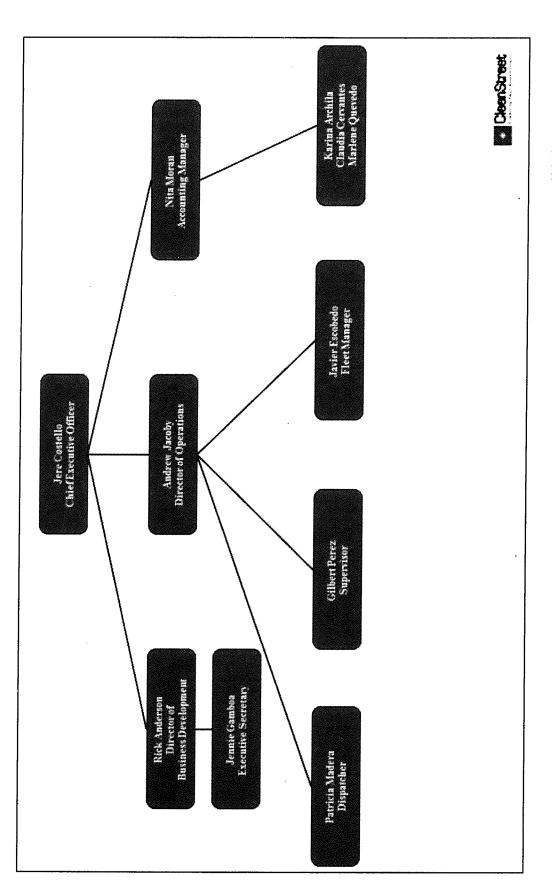
CleanStreet takes pride in its high level of expertise that is brings to every job. We employ the best methods and the most effective equipment.

Our employees are well trained and enjoy good pay and healthcare benefits. Our employees take great pride in the quality of their work and in your complete satisfaction.



ORGANIZATION CHART





(800) 225-7316 x108 1937 W. 169th Street Gardena, CA 90247

JERE COSTELLO





Jere Costello
Founder and CEO of CleanStreet

EMPLOYMENT HISTORY:

CLEANSTREET1961 TO PRESENT

Responsibilities:

- Founder
- · Management procedures and policy
- Equipment purchases
- Financial planning and management
- Management efficiency and effectiveness
- Public relations

Education:

Northrop University Law School

Professional Skills:

Bilingual: Spanish and English

Professional and Trade Organizations:

- L.A. and Orange County Chapter Maintenance Superintendents Association (MSA)
- North American Power Sweeping association (naPSa)



RICK ANDERSON





RICK ANDERSON
Director of Business Development / Supervisor

EMPLOYMENT HISTORY:

CLEANSTREET1989 TO PRESENT

Current Responsibilities:

- Oversees daily operations.
- Contract management.
- Develops new business.
- Ensures safe operations and promotes proactive culture for safety.
- Monitors and reviews GPS tracking system reports.
- Oversee and supervise the daily maintenance and cleanliness of all vehicles.
- Conducts meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures.
- Responsible for ensuring compliance of all state and Federal laws and regulations.

Education:

- Bachelors of Science, University of Southern California (USC)
- · Jurist Doctorate, Southwestern University School of Law

Professional Skills:

Bilingual: Spanish and English

Professional and Trade Organizations:

- L.A. and Orange County Chapter Maintenance Superintendents Association (MSA)
- North American Power Sweeping association (naPSa)



(800) 225-7316 x108 1937 W. 169th Street Gardena, CA 90247

KEY PERSONNEL



Andrew Jacoby, Director of Operations



Andrew Jacoby is the director of operations for CleanStreet and has been with the company since 2003. Mr. Jacoby oversees the Human Resources Department, and serves as the Company's risk manager. He has been instrumental in developing a state-of-the-art time and attendance system, in which data is transmitted through handsets and reconciled by complex GPS tracking software installed in CleanStreet's vehicles and handsets. Andrew is also responsible for claims management and is the driving force behind CleanStreet's constant emphasis on safety.

Javier Escobedo, Fleet Manager

Photo not available

Mr. Escobedo is responsible for overseeing all facets of operations, including but not limited to delegating work to the mechanics, fleet maintenance, debris management, and GPS monitoring. He is well acquainted with CleanStreet's equipment as well as the environmental laws and regulations that apply to our extensive fleet.

Gilbert Perez, Field Supervisor



Gilbert Perez is a highly-skilled street sweeper operator who has been with CleanStreet since 2005. Mr. Perez is also proficient in the operation of other commercial vehicles, including those which require a Class A license. Mr. Perez has had experience with many facets of maintenance, including streets and parking structures, and is experienced with janitorial maintenance as well. Mr. Perez supervises street sweeper operators, porters, and pressure-washing crews in the field. He is extremely dedicated to his job and works tirelessly to ensure the highest quality of work.

KEY PERSONNEL



Patty Madera, Dispatcher



Patty Madera joined CleanStreet in the latter part of 2007. She offers a high degree of professionalism, solid business ethics, and extensive computer skills. Ms. Madera is reliable and has a positive attitude. She works effectively and with a sense of urgency, and can quickly read, understand, and use street maps and complex mapping software.





CleanStreet knows that street sweeping is an extremely noticeable city service that has to be done properly if you wish to have satisfied residents. With our experience coupled with our approach, we assure that the various locations of this work will be done extremely well. We can eliminate all complaints. We believe that our quality street sweeping program is a great value when you consider the cost and negativity generated by complaints.

CleanStreet will only utilize full-time staff, which may require a driver to work in one or more projects.

During leaf season, additional drivers may be utilized to complete routes in a timely manner.

Areas shall not be swept on the same day as trash pickup is scheduled. All sweeping will be scheduled the day after trash pickup, one to two days after trash pickup if alternate side sweeping.

Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or before such times as public activities start. Streets adjacent to apartments, condominiums, or other areas where night on street parking is prevalent shall be swept after 8 a.m. All residential areas will be swept between the hours of 7 a.m. and 3:30 p.m.

All debris collected by the street sweeping operation will be taken to a legally established landfill or transfer station. There will be no on site dumping.

Personnel

Supervisors:

Satisfaction and consistent quality service is the foundation of our company. Our supervisors are full-time employees, not temporary hired guns. They are highly trained so all phases of the project runs smoothly. Our supervisors are directly involved with each account and job inspections to ensure quality.

Although we believe that there is always room for improvement, we strive to recognize our employees for their good work. This type of supervision helps build operator pride.

Operators:

Our first step is to educate our operators as to what is an accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a great job in removing all leafs, paper, dirt, rocks, glass, bottles, cans,





and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. In combination with this approach, the CleanStreet supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

Our operators are trained to value and care for their equipment. They are knowledgeable about proper driving speed, adjustment of brooms and the most efficient and effective performance of their equipment.

Our operators understand the importance of punctuality and the importance of quality work. Our drivers take pride in our customer's satisfaction.

Repair and Maintenance Crew:

CleanStreet has seven full-time mechanics who are expert in the repair and maintenance of our equipment. Our mechanics are factory trained to help ensure high quality performance of our equipment. We also have mechanics available around-the-clock to help ensure our ability to meet our commitments.

CleanStreet knows that one of the keys to customer satisfaction is dependable well-maintained equipment. Consequently, we feel that the quality of our repairs and maintenance is crucial to our sweepers.

We have an additional four full-time employees who are mechanics helpers. They change of brooms, tires, and help keep our sweepers clean.

Dispatchers:

The Dispatch and Operations department is the very nerve center of CleanStreet. It is from our experience that this position is very mission critical where oftentimes operational and sometimes financial decisions are made.

Our dispatchers make sure that operations run smoothly. When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by either facilitating an emergency sweep, special sweep, regular sweep or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed.

Disposal of Refuse and Debris:

CleanStreet shall dispose of all refuse and debris that is collected during the sweeping operations, at no additional cost to the County. We will haul it to a legally established area for the disposal of solid waste.





Storage facilities:

CleanStreet will utilize their own storage facilities for all of the sweepers.

Equipment:

CleanStreet equips all of its trucks with global positioning satellite (GPS) system. All of the real-time data is monitored by CleanStreet dispatchers. This permits CleanStreet to monitor the drivers speed, time and location.

Our Operations Analyst downloads the GPS reports on a daily basis from the Internet. The real-time data alerts the managers via e-mail if the brooms are down a half hour or longer or if the sweeper exceeds its speed limit. If this should happen, there will be communication between either the manager or the dispatcher to the sweeper's cell phone to ensure proper action is taken.

Authorized public works employees can generate and print GPS reports at any time. Data is available for six months and can be downloaded in an Excel document.

We will utilize as many late model Tymco 600's as needed for the performance of the contract. Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

Our street cleaning is listed as *Best Management Practice* BMP in storm water regulations get the debris is off the street before it is carried into the drain system.

All street sweepers that CleanStreet will deploy will be compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup equipment and operators will be available at all times.

In case of a mechanical breakdown, backup equipment will be available at all times and will comply with AQMD Rule 430.

Routing:

Routing will be designed in such a manner that all time zones will be swept timely with ample time for the operator to do an excellent job. If for some reason the operator is behind or needs help, an additional sweeper and operator will be supplied to ensure timely completion of routes.

Reports:

The attached report is a sample of what our drivers complete for other locations. In order to suit the County, a tailor-made form will be created for each location awarded to





CleanStreet. The following items will be on the report:

- · Curb miles and paved alley miles swept each day.
- Schedule curb miles and paved alley miles swept and areas missed.
- When missed areas were swept.
- Number of complaints received each day.
- Reasons schedule sweeping was not performed or completed as scheduled.
- Waste tonnage summary and copies of waste disposal receipts.

Sample form:

			STREET SWEEPING	G WEEKLY REPORT		
DATE:			FOR MOHING.	Market Control of the		
WEEK BEGINNI	NG:			WEEKLY TONNAG!	E:	
CONTRACTOR:	CleanStreet 1937 W 169th St Gardena CA 902					
	T	CURB MILES	SWEPT	SCHEDLED CURB MILES	MAKE - UP DATE	NUMBER OF
DAY	SCHEDULED CURB MILES	MISSED CURB MILES	CURB MILES SWEPT	MISSED AND REASON		COMPLAINTS
MONDAY				PARAMAN AND AND AND AND AND AND AND AND AND A		
TUESDAY						
WEDNESDAY				en a de la companya		
THURSDAY						
FRIDAY						<u> </u>
ALLEYS					_	ļ
CURB MEDIAN				1-		ļ
TOTALS						



QUALITY ASSURANCE



CleanStreet has established a fine reputation for providing the highest quality street sweeping services in the industry. We feel our attitude toward quality is the key to our success. It is far easier on everyone involved for the sweepers to do a good job the first time, rather than receive a complaint and have to return and sweep the street again later.

Our operators are encouraged to take as many passes as are necessary to do a great job. They take great pride in the complete satisfaction of the residents. Consequently, they receive very few complaints.

The quality of our services is the basis of our establishing long term relationship with our clients. CleanStreet is proud of its reputation for providing the highest level of service in the industry.

We are confident that we can do an excellent job for the County. We would accomplish this by following these guidelines:

Skilled Operators

We will sweep your County utilizing operators that have been properly trained and that have years of experience sweeping municipalities.

Quality Equipment

We will provide these skilled operators with new model equipment that is in excellent operating condition and appearance.

CleanStreet equips its trucks with Global Positioning Satellite (GPS) system. All of the real-time data is monitored by CleanStreet's dispatchers. This permits CleanStreet to monitor the driver's speed, time and location.

All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules.

Standards of Quality

We will make it clear to our operators that we will expect completely clean streets, regardless of the number of passes the sweeper must take to accomplish this.

We will expect our employees to take pride in their equipment, their work, and the community.

Supervision

We will assign your County to a regular supervisor. The supervisor will visit the County on a daily basis during the first weeks of our operations. Once timings are set, the supervisor will visit the County at least once per week on a regular basis.



QUALITY ASSURANCE



Complaints

We will handle any and all complaints on the day they are received. We believe that responsiveness is key to establishing public confidence in our ability and integrity.

We also believe that the operator is more highly motivated to do a good job the first time if he knows he may have to come back again if he doesn't. Our operators take great pride in not receiving complaints and doing a great job the first time.

Our operators will check in with the designated County supervisor on a daily basis to see if there are any complaints. If there are complaints, we will go out and re-sweep them immediately. We will always respond in less than 6 hours.

Our attitude toward quality and this level of service makes the whole sweeping program run smoothly.

Communications

We have cellular phone contact with our operators at all times.

Emergencies

We will provide the County with a 24-hour hotline number to handle all emergencies.

Back Up Equipment

We will always have back-up equipment available to us at all times.

Toll Free line

We will provide a toll free number to the County to receive field staff reports, complaints, emergencies or requests for extra work.

Monthly Meeting

At least one time per month and more often if necessary, there will be a meeting between representatives of CleanStreet and the County to assess performance and to seek ways to improve service

Inspection Fundamentals

Rick Anderson, Supervisor, will be the authority overseeing this program. Mr. Anderson is a graduate of USC and Southwestern University School of Law. He has been with the company for over 20 years and has played an integral role in developing new business and overseeing all facets of operations. Mr. Anderson's dedication to the company has helped fuel continual growth and diversification into new areas which complements CleanStreets' primary role as a street sweeping contractor.



QUALITY ASSURANCE



Prior to leaving for the sweeping location, the street sweeper will go through an inspection to ensure proper performance at the job site. Spot checks by a supervisor will ensure all of the procedures are carried out in a professional manner.

Quality Control Documentation

See form below.

CLEANSTREET T	/MCOI	INSPECTION	LIST
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TRUCK NUMBER:	1	1	T	т	1	т	Τ	T
THOU TO THOU THE	Oil	Water/coolant	Fluide	Belts	Hoses		 	
Check Front Motor Fluids (Oil, Transmission, Power Steering) Belts, Hoses	I CII	IN MENTICOCIMIN	FRUIDE	Deltz	noses	 	ļ	
	 		<u> </u>	 		 		
Check Rear Motor Oil. Radiator Water/Coolant, Belts, Hoses				↓		↓		
	Hydraulic Hoses	Oli Level				1		
 Check for hydraulic leaks and hydraulic oil level (inspect all visible hoses) 	L							
,	Adjustment	Visual Insp.	Operation	I Total]		
4. Check brake adjustment & condition of spring brake cans/air lines and operation						1		
	Tires	Lug Nuts					1	
5. Tires checked and lug nuts tight			1					†
	Head Rubbers	Springs	Bleeder Cable	1	***************************************	T		<u> </u>
6. Head Rubbers, Springs, Bleeder Cable		1					!	
	Pump	Fittings				1	1	
7. Water System (is the system working well and are all fittings present)								İ
	Working Lights	Headlights	Beacon	GB Lights	Turn Signals	Hom	Wipers	Back-up Alarm
8. Lights, Horn, Wipers, Back-up Alarm								
	Visual Inspection	Operation		1				
9. Steering								i
	Right Broom	Left Broom	U-Joints	Springs				<u> </u>
10. Gulter Brooms		1				 		
	Hopper Door	Inspection Doors		***************************************			 	
11. Seals		1					ļ	

DATE:	
MECHANIC'S SIGNATURE	
	· · · · · · · · · · · · · · · · · · ·



STATEMENT OF EQUIPMENT FORM FOR STREET SWEEPING SERVICES (2015-SQPA004)

PROPOSER'S NAME: CleanStreet

ADDRESS: 1937 W. 169th Street, Gardena, CA 90247

TELEPHONE: 80(

800.225.7316

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPEOF	MAKEOF		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	CEDIVI VIJAGES	CONDITION	OPERATIONAL	WOILWOOT.	DESIGNATION Check one	ATION cone
EQUIPMENT	EQUIPMENT				EQUIPMENT	OPERATIONAL	NOTIFICATION	DEDICATED	PRIMARY
Street Sweeper	Tymco	009	2009	1FVACXDT19HAH1587	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	009	2009	1FVACXCT19HAH1590	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	600	2009	1FVACXDT59HAH1589	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	009	2009	1FVACXDT39HAH1588	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	900	2009	1FVACXDT59HAK0582	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	600	2009	1FVACXDT79HAG3042	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	600	2009	1FVACSCT09HAG3044	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	600	2009	1FVACXDT39HAH1591	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	600	2009	1FVACSCT79HAK0583	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	009	2009	1FVACSCT69HAK0588	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	009	2014	1FVAC4DX2EHFZ6285	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco ·	009	2014	1FVAC4DX4EHFZ6286	Excellent	Operational	Gardena ·	×	•
Street Sweeper	Tymco	009	2014	1FVAC4DX6EHFZ6287	Excellent	Operational	Gardena	×	
Street Sweeper	Tymco	009	2007	1FVAB6BV47DX20161	Good	Operational	Gardena		×

STATEMENT OF EQUIPMENT FORM FOR STREET SWEEPING SERVICES (2015-SQPA004)

PROPOSER'S NAME: CleanStreet

ADDRESS: 1937 W. 169th Street, Gardena, CA 90247

TELEPHONE: 80(

800.225.7316

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

		-			***************************************		 			
DESIGNATION Check one	PRIMARY BACKUP	×	×	×	×					
DESIGNATIO Check one	DEDICATED								٠	
NOLLYCO		Gardena	Gardena	Gardena	Gardena					
OPERATIONAL	OPERATIONAL	Operational	Operational	Operational	Operational				·	
CONDITION	EQUIPMENT	Good	Good	Good	Good	-			•	
GEOMIN IVIOES	SERVAL NOMBER	1FVAB6BV07DX20190	1FVAB6BV87DY06637	1FVAB6BV77DY06659	1FVAB6BV37DY06660					
C V		2002	2007	2007	2007					
Ē	MODEL	009	009	009	009				•	
WAKE OF	EQUIPMENT	Tymco	Tymco	Tymco	Tymco					
TYPEOF	EQUIPMENT	Street Sweeper	Street Sweeper	Street Sweeper	Street Sweeper					

SUBCONTRACTORS



We will not utilize subcontractors of any kind. We will control and direct 100% of the performance of this contract.



NOT TRANSFERABLE ty of Gardena POST IN CONSPI JS PLACE ACCOUNT NUMBER AT BUSINESS LUCATION BUSINESS LICENSE CERTIFICATE does not persell business otherwise prohibited. The payment at a bounces scenee fee required by the promount of the Code, and its adoptionary by the only and the lessance of a business foams by any person chair not anothe the holder beings unless unless he has compiled with all the papersheats of said code and all steer appeciate saws, nor to comy on any foamess any promote designation or not making compiles from a first the event such backing or premises are stated in a zone or locating as their business of any saw that the foams of any law that forms is supplied without verification that the foams of subject to or among their increase. 9023 DATE PAID 3/4/2015 RATE CODE **BUSINESS LOCATION HI GANDENA** 1937 W 169TH ST OWNER FIRM OR COMPORATION NAME **CLEANSTREET INC EXPIRATION DATE** BUSINESS NAME 12/31/2015 CLEAN STREET INC MAILING ADDRESS 1937 W 169TH ST CITY AND STATE GARDENA, CA 90247-5253 190409

KEEP FOR YOUR RECORD.
BUSINESS TAX RECEIPT

ACCT. NO. 9023
DATE PAID 3/4/2015

BUSINESS TAX
510A \$102.59
VETG \$4.00
SB1186 \$1.00

TOTAL
\$107.59

CITY OF GARDENA

INSURANCE



CleanStreet will comply with all provision set forth in Exhibit B, Section 5, Indemnification and Insurance if awarded this contract. We will procure, maintain and provide the County proof of insurance and coverage as specified by the Request for Proposal throughout the entire term of the proposed contract without interruption or break in coverage.



WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS STREET SWEEPING SERVICES (2015-SQPA004)

INSTRUCTIONS

The contractor selected through this RFSQ process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes. Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT. IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

NOIL	
QUES	

TRACKING HOURS WORKED

- .1. How does the Proposer track employee hours actually worked?
- 1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?
- 1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started?

 At a central site or upon arrival at the work

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

- database. On-site employees or those who must report to the main yard to retrieve their 1.1 Employee hours are tracked via a computer database, via magnetic badge to swipe employees use a magnetic badge to swipe in and out, while out of the area, employees vehicle, start their shift as soon as they arrive on the premises. Out-of-area employees' report start, stop, job switches via cell phone by calling in directly to the computerized shift starts when they retrieve their company vehicle from either a city yard or rented in and out, via a computerized phone-in time system called ECONZ. On premises, parking lot.
- where ever they have to retrieve their company vehicle; our main yard, a city yard, or 1.2 We have a combination of on-site and out-of-area employees. Their shift starts rented parking lot.
- 1.3 The employees shift starts once they arrive at the central site.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, signin sheets, computerized check in, call-in system, or some other method?	2 We check the computer database for who is in or not in and our vehicles are equipped with GPS units which enable us to view when the operators start and stop.
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the	3.1 Printouts of employees reported starts, stops, and switches, along with the job numbers and trip tickets and a computer backup.
beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of	3.2 Printcuts of employees reported starts, stops, and switches, along with the job numbers and trip tickets and a computer backup.
actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)?	3.3 Preliminary records are kept on the computer on a daily basis, but records are kept for each two week payroll period.
3.4. Who creates these records (e.g., employee, supervisor, or office staff)?	3.4 Payroll Administrator edits and prints then archives these reports for each two week payroll period.
	3.5 Payroll Administrator Analyst checks all aspects of time reported and reconcile what was reported with the dispatch schedule and GPS timestamps.
3.6. What happens to these records?3.7. Are they used as a source document to create Proposer's payroll?	3.6 Records with analysis/discrepancies are forwarded to the Operations Manager and Human Resources Manager.
3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	3.7 They are used to verify hours reported and to list the discrepancies that require reconciliation.
	3.8 Please see attached.

Powered by Automatic Data Processing, Inc.

DAILY Time Card Report (WITH NOTES)

Date Range: 03/23/2015 - 04/05/2015

Department: 000200

Worked Work Order Worked Vehicle			269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	
Worked Jobs	2Q1033982		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$24.68	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$16.80	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$12.08	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$25.20	\$168.00		LA CO. WHITTIER	
			000200	000200	Rate	\$31.5000	\$21,0000		000200	000200	Rate	\$31.5000	\$21.0000		000200	000200	Rate	\$31.5000	\$21.0000		000200	000200	Rate	\$31.5000	\$21.0000		000500	
Hours Earni Code			5.73	3.05	Hours	0.78	8.00		6.23	2.30	Hours	0.53	8.00		6.85	1.53	Hours	0.38	8.00		5.13	3.67	Hours	08.0	8.00		6.18	
Date In Time In - Out	200	Date: 03/23/2015	Mon 03/23/2015 04:58 AM - 10:42 AM LP	Mon 03/23/2015 11:12 AM - 02:15 PM	Totals	OVTIME	REGULAR	Date: 03/24/2015	Tue 03/24/2015 04:55 AM - 11:09 AM LP	Tue 03/24/2015 11:38 AM - 01:56 PM	Totals	OVTIME	REGULAR	Date: 03/25/2015	Wed 03/25/2015 04:51 AM - 11:42 AM LP	Wed 03/25/2015 12:13 PM - 01:45 PM	<u>Totals</u>	OVTIME	REGULAR	' Date: 03/26/2015	Thu 03/26/2015 04:54 AM - 10:02 AM LP	Thu 03/26/2015 10:32 AM - 02:12 PM	Totals	OVTIME	REGULAR	, Date: 03/27/2015	Fri 03/27/2015 05:21 AM - 11:32 AM LP	
	Time In - Out Hours Earnings Worked Department Worked Jobs Worked Work Order	Time In - Out Hours Code Worked Department Worked Jobs Worked Work Order	te In Time In - Out Hours Code Worked Department Worked Jobs Worked Work Order 201033982 E. 03/23/2015	Time In - Out Hours Code 201033982 04:58 AM - 10:42 AM LP 5.73 000200 Worked Work Order 201033982	Time In - Out Hours Code Worked Department Worked Jobs Worked Work Order 04:58 AM - 10:42 AM LP 5.73 000200 LA CO. WHITTIER 269 LA CO. WHITTIER 11:12 AM - 02:15 PM 3.05 000200 LA CO. WHITTIER 269 LA CO. WHITTIER	Time In - Out Hours Code Worked Department Worked Jobs Worked Work Order 04:58 AM - 10:42 AM LP 5.73 000200 LA CO. WHITTIER 269 LA CO. WHITTIER 11:12 AM - 02:15 PM 3.05 000200 LA CO. WHITTIER 269 LA CO. WHITTIER Totals Hours Rate Dollars	Time In - Out Hours Code Worked Department Vorked Jobs Worked Work Order 04:58 AM - 10:42 AM LP 5.73 000200 LA CO. WHITTIER 269 LA CO. 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WHITTIER 269 LA CO. WHITTIER 269 LA CO. WHITTIER 12:13 PM - 01:45 PM 1.53 000200 LA CO. WHITTIER 10:32 AM - 10:02 AM - 10:02 AM LP 8.10 \$21.000 \$1.000 40:34 AM - 10:02 AM - 10:02 AM - 10:02 AM - 10:02 AM - 10:02 AM - 10:02 AM - 10:02 AM - 10:02 AM - 10:0</td> <td>Time In - Out Hours Earnings Code Worked Department Worked Department Worked Jobs Worked Work Order 04:58 AM - 10:42 AM LP 5.73 000200 LA CO. WHITTIER 269 LA CO. WHITTIER 11:12 AM - 02:15 PM 3.05 000200 LA CO. WHITTIER 269 LA CO. WHITTIER 104:58 AM - 11:09 AM LP 6.23 000200 LA CO. WHITTIER 269 LA CO. WHITTIER REGULAR 8.00 \$21.0000 \$168.00 S168.00 04:51 AM - 11:09 AM LP 6.23 000200 LA CO. WHITTIER 269 LA CO. WHITTIER 1045 B.00 \$21.0000 \$168.00 \$168.00 \$168.00 OVTIME 0.53 \$21.0000 \$160.00 \$160.00 \$160.00 ACC. WHITTIER 269 LA CO. WHITTIER 269 LA CO. WHITTIER \$100.00 \$160.00 \$1</td> <td>Time In - Out Hours Earnings Code Worked Department Worked Department Worked Dobastment Worked Work Order 04:58 AM - 10:42 AM LP 1:12 AM - 02:15 PM 3:05 O00200 5.73 O00200 LA CO. WHITTIER 269 LA CO. WHITTIER</td> <td>Time in - Out Hours Earnings Worked Department Worked Jobs Worked Work Order 04:58 AM - 10:42 AM LP 10:42 AM LP 10:42 AM - 10:42 AM LP 10:42 AM LP 10:42 AM LP 10:42 AM - 10:42 AM LP 10:42 AM LP 10:43 AM - 10:42 AM LP 10:43 AM - 10:44 AM - 10:44 AM LP 10:44 AM - 10:44 AM - 10:44 AM LP 10:44 AM - 10:44 AM LP 10:</td> <td>Time in - Out Hours Earnings Worked Department Worked Department Worked Department Worked Work Order 11:12 AM - 10:42 AM - 11:12 AM - 02:15 PM 5.73 0002000 LA CO. WHITTIER 2:89 LA CO. WHITTIER 10:458 AM - 10:42 AM - 11:09 AM LP 6.23 0.00200 LA CO. WHITTIER 2:80 LA CO. WHITTIER 10:455 AM - 11:09 AM LP 6.23 0.00200 LA CO. WHITTIER 2:89 LA CO. WHITTIER 10:413 AM - 01:56 PM 2:30 0.00200 LA CO. WHITTIER 2:89 LA CO. 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WHITTIER 10416 8.00 \$21,0000 \$16.00 \$16.00 \$16.00 10416 8.00 \$21,0000 LA CO. WHITTIER 289 LA CO. WHITTIER 10418 8.00 \$21,0000 \$10.00 \$10.00 04:51 AM - 10:24 AM - 10:02 AM LP \$13 000200 LA CO. WHITTIER \$290 LA CO. WHITTIER 104:52</td>	Time in - Out Hours Earnings Code Worked Department Worked Jobs Worked Work Order 04:58 AM - 10:42 AM LP (4:57 AM LP) 5.73 000200 LA CO. WHITTIER 289 LA CO. WHITTIER 11:12 AM - 10:45 PM 3.05 000200 LA CO. WHITTIER 289 LA CO. WHITTIER 10 AISS AM - 11:09 AM LP (5.23) 6.23 000200 LA CO. WHITTIER 289 LA CO. WHITTIER 11:38 AM - 01:45 PM 2.30 000200 LA CO. WHITTIER 269 LA CO. WHITTIER 12:438 AM - 11:09 AM LP (6.23) 000200 LA CO. WHITTIER 269 LA CO. WHITTIER 12:44 AM - 11:42 AM LP (6.85) 8.00 \$21,000 \$16.80 04:51 AM - 11:42 AM LP (6.85) 000200 LA CO. WHITTIER 269 LA CO. 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WHITTIER 10:13 AM - 01:45 PM 3:67 6:33 8:00 \$21.0000 LA CO. WHITTIER 2:89 LA CO. WHITTIER 10:23 AM - 10:02 AM LP 6.13 8:00 \$21.0000 LA CO. WHITTIER 2:89 LA CO. WHITTIER 10:24 AM - 10:02 AM LP 6.13 8:00 \$21.0000 LA CO. WHITTIER 2:89	Time in - Out Hours Code Worked Department Worked Jobs Worked Department 04:58 AM - 10:42 AM LP 5.73 000200 LA CO. WHITTIER 289 LA CO. WHITTIER 11:12 AM - 02:15 PM 3.05 000200 LA CO. WHITTIER 289 LA CO. WHITTIER 104:58 AM - 10:42 AM LP 6.78 \$3.1600 \$24.68 \$24.68 REGULAR 8.00 \$21,0000 LA CO. WHITTIER 289 LA CO. WHITTIER 11:38 AM - 01:56 PM 2.30 000200 LA CO. WHITTIER 289 LA CO. WHITTIER 11:38 AM - 01:56 PM 2.30 000200 LA CO. WHITTIER 289 LA CO. WHITTIER 104153 AM - 01:56 PM 1.53 000200 LA CO. WHITTIER 289 LA CO. WHITTIER 10416 8.00 \$21,0000 \$16.00 \$16.00 \$16.00 10416 8.00 \$21,0000 LA CO. WHITTIER 289 LA CO. WHITTIER 10418 8.00 \$21,0000 \$10.00 \$10.00 04:51 AM - 10:24 AM - 10:02 AM LP \$13 000200 LA CO. WHITTIER \$290 LA CO. WHITTIER 104:52

CleanStreet, Inc.

Prepared On: 04/14/2015 09:40:51 AM

DAILY Time Card Report (WITH NOTES)

Date Range: 03/23/2015 - 04/05/2015

Department: 000200

	Worked Work Order Number		269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681					269 LA CO. WHITTIER 681	269 LA CO. WHITTIER 681	
Employee	Worked Department Worked Jobs	2Q1033982	LA CO. WHITTIER	Dollars	\$32.03	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$29.40	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$13.13	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	Dollars	\$14.18	\$168.00		LA CO. WHITTIER	LA CO. WHITTIER	
First Name			000200	Rate	\$31.5000	\$21.0000		000200	000200	Rate	\$31.5000	\$21.0000		000200	000500	Rate	\$31.5000	\$21.0000		000200	000200	Rate	\$31.5000	\$21.0000		000200	000500	
	Hours Earnings Code		2.83	Hours	1.02	8.00		5.98	2.95	Hours	0.93	8.00		6.10	2.32	Hours	0.42	8.00		6.92	1.53	Hours	0.45	8.00		5.12	3.82	
Department . Last Name	Date in Time in - Out	0002000	P Fri 03/27/2015 12:02 PM - 02:52 PM	Totals	OVTIME	REGULAR	Pay Date: 03/30/2015	P Mon 03/30/2015 04:53 AM - 10:52 AM LP	P Mon 03/30/2015 11:22 AM - 02:19 PM	<u>Totals</u>	OVTIME	REGULAR	Pay Date: 03/31/2015	P Tue 03/31/2015 04:55 AM - 11:01 AM LP	P Tue 03/31/2015 11:33 AM - 01:52 PM	<u>Totals</u>	OVTIME	REGULAR	Pay Date: 04/01/2015	P Wed 04/01/2015 04:52 AM - 11:47 AM LP	P Wed 04/01/2015 12:17 PM - 01:49 PM	<u>Totals</u>	OVTIME	REGULAR	Pay Date: 04/02/2015	P Thu 04/02/2015 04:52 AM - 09:59 AM LP	P Thu 04/02/2015 10:28 AM - 02:17 PM	

CleanStreet, Inc. Prepared On: 04/14/2015 09:40:51 AM Date Range: 03/23/2015 - 04/05/2015

Department: 000200

Total for 000200

CleanStreet, Inc.

Prepared On: 04/14/2015 09:40:51 AM

Powered by Automatic Data Processing, Inc. Page 3 of 4

DAILY Time Card Report (WITH NOTES)

Date Range: 03/23/2015 - 04/05/2015

Department: 000200

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	Norked Work Order Work	
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	ked De	
Name	Μ	
First	ngs s	
	Hours Earn Code	87.09
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tment	ate In	
Depar	Ø	

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)	4.1 N/A - We use computerized records of actual time worked to create payroll.
4.1.	If records of actual time worked are not used to create payroll, what is the source document that is used?	4.2 N/A - We use computerized records of actual time worked to create payroll.4.3 N/A - We use computerized records of actual time worked to create payroll.
4.2.	Who prepares and who checks the source document?	4.4 N/A - We use computerized records of actual time worked to crate payroll.
4.3.	i. Does the employee sign it?	
4.4.	 Who approves the source document, and what do they compare it with prior to approving it? 	
5.	BREAKS	5.1 Employees clock out for meal breaks or signs agreement for On-Duty Meal period.
5.1.	1. How does the Proposer know that employees take mandated breaks	these breaks.
	(periods)?	5.2 All breaks are listed within each employee's timecard report.
5.2.	2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?	5.3 The Payroll Administrator prepares, reviews, and approves documentation.
5.3.	If so, who prepares, reviews, and approves such documentation?	

QUESTION

HOW PAYROLL IS PREPARED

<u>ن</u>

- Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?
- AN CHECK AND PAY CHECK STUB DEDUCTION PAY ACCOUNT ₽ J OF A **EMPLOYEE INFORMATION)** AND (COVER BANK ATTACH A COPY SMOHS DOUT **NFORMATION** CATEGORIES BLOCK HAT 6.5.

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

- 6.1 We input the information into a payroll program, transmit it over the Internet to a check processing system, and receive the checks the next day.
- 6.2 Employees receive automated checks.
- we may separate information into two or more checks to overcome the program. Since when dealing with employees who have worked on more than one prevailing wage job, 6.3 We do not split straight time and overtime into two separate payments, however, we breakup the actual prevailing wage rate into its different parts, employee checks show the total number of regular and overtime hours, tax deductions and any other deductions that were taken out.
- deductions, hours paid broken down into Regular, Overtime, Double-time, etc. 6.4 Withholdings for Federal Taxes, SDI, Medicare, State Taxes, any and all
- 6.5 Please see attached

009-0001

CLEANSTREET INC 1937 W 169TH STREET GARDENA, CA 90247-5253 (310)538-5888

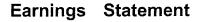
Taxable Marital Status:

Exemptions/Allowances:

Federal:

1

CA:



Period Beginning: Period Ending:

03/23/2015 04/05/2015

Pay Date:

04/10/2015



Earnings	rate	hours	this period	year to date
Regular	21.0000	80.00	1,680.00	13,054.44
Overtime	31.5000	7.10	223.65	2,364.42
Cert Pr Ot				66.32
Holiday				336.00
Vacation				168.00
	Gross Pay		\$1,903.65	15,989.18
Deductions	Statutory			
	Federal Incom	е Тах	-163 . 26	1,436.86
	Social Security	Tax	-115 . 73	975.27
	Medicare Tax		- 27 . 07	228.09
	CA State Inco	me Tax	-30 .66	283.68
	CA SUI/SDI T	ax	-16 .80	141.57
	Other			
	Medical Aetna		-37 .00*	259.00
	401(K)		-57 .11*	381.92
	Net Pay		\$1,456.02	
	Saving 1		-100 .00	
	Net Check		\$1,356.02	

Other Benefits and Information	this period	total to date
Er Medical Cont		2.33
Er Pen		16.89
Er Training		1.51
Deposits		
Account No.		xxxx3092
Transit/ABA		XXXX XXXX
Amount		\$100.00

* Excluded from federal taxable wages

CLEANSTREET INC

(310)538-5888

1937 W 169TH STREET GARDENA, CA 90247-5253

Your federal taxable wages this period are \$1,809.54

© 2000 ADP. 11.0

90-4182/1211

Payroll check number: 0004880935

Pay date:

04/10/2015

Pay to the order of:

This amount:

ONE THOUSAND THREE HUNDRED FIFTY SIX AND 02/100 DOLLARS

\$1356.02

ISSUED BY AND INTERCEPTIANTE ASSISTANCE ON THE AVAILABLE AT 877-423-7243

VOID AFTER 180 DAYS

BANK OF AMERICA COMMUNITY DEVELOPMENT BANK 1500 NEWELL AVENUE, SUITE 200 WALNUT CREEK, CA 94596

#O4880935# #121141822# 7313006922#

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	7.1 Manual checks are processed through our same payroll system for any necessary
QUESTION	7 MANIIAI DAXBOI SXSTEM

adjustments that may need to be made to a paycheck.

MANUAL PAYROLL SYSTEM

describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a If the Proposer uses a manual payroll system, check.

7.2 Multiple wage rates usually have a different job code, so any regular, overtime, and

double-time rates in those codes would be manually overridden.

the Proposer's standard rate for other non-County work), how does the person County's Living Wage rate for County work and preparing the payroll calculate total wages paid? If the employee has multiple wage rates (i.e., 7.2.

AUTOMATED PAYROLL SYSTEM

- services to an outside firm, describe the steps If the Proposer uses an automated payroll system or contracts for such automated payroll taken to prepare the payroll.
- County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated If the employee has multiple wage rates (i.e., payroll system calculate total wages paid? 8.2.
- Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation? 8.3
- they are usually tied to a particular job number that either has the rates preprogrammed, hours worked within a particular job number. Payroll information is input in this manner employee and breaking down the total number of regular, overtime, and double-time to help provide job costing information.. When employees have multiple wage rates, 8.1 A printout is generated from the timekeeping system showing the name of each or a note of the rate amount to overwrite with.
- 8.2 Multiple wage rates usually have a different job code, so any regular, overtime, and double-time rates in those codes would be manually overridden.
- 8.3 Combination of preprogrammed and manual overrides.

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	
တ်	TRAVEL TIME	9.1 Employees are paid their hourly wage for travel time.	
9.1.	. How is travel time during an employee's shift paid?	9.2 Travel time is paid at the employee's hourly rate.	
9.2.	At what rate is such travel time paid if the employee has multiple wage rates?	9.3a Wages would be determined by Job Number and Work Order Number. Each Job Number and Work Order Number has a specific code and if any jobs/work orders require	Job
9.3.	 Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: 	a certain wage rate, entering those codes would activate the specific wage rates. 9.3b The employee would be paid by his/her rate unless the Job Number and Work	
	a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.	Order mandate a specific rate. It there is a specific rate required, the employee's regular hourly rate would be overridden.	gular
,	b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.		
10. (0.	 OVERTIME How does the Proposer calculate overtime 	10.1 Overtime is calculated daily after 8 hours and then weekly after 40 hours. Double-time is calculated after 12 hours.	
10	wages? 10.2. What if the employee has multiple wage rates?	10.2 Multiple wage rates usually have a different job code, so any regular, overtime and double-time rates in those codes would be manually overridden.	and
Print Ric	Print Name: Rick Anderson	Company: CleanStreet	
Signi	Signature: // // // // // Signature: // // // // // // // // // // // // //	Date: April 13, 2015	

VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: April 13 , 20 °				·	D HEKERA DE			
This Declaration is given in su incomplete, or deceptively unrest his/her judgment shall be final.								
2. Name of Service: Statement of Qualifications for Street Sweeping Services (2015-SQPA004)								
			DECLARA	ANT INFORM	IATION			
3. Name Of declarant: Rick A	nderson	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
4. I Am duly vested with the auth	nority to make and	sign instrume	ents for and on	behalf of the	Proposer(s).			
5. My Title, Capacity, Or Relation	nship to the Propo	ser(s) is: Co	orporate Se	ecretary				
			PROPOSI	ER INFORM	IATION			
6. Proposer's full legal name:	Richard Wall	ace Ande	rson			Telepho	one No.: 80	0.225.7316 x108
Physical Address (NO P.O. B	OX): 1937 W.	169th St	reet, Garde	ena, CA 9	0247	Mobile	No.: 310.7	740.1601
e-mail: randerson@clea	nstreet.com					Fax No	: 310.538	3.8015
County WebVen No.: 503745-02 IRS No.: 95-4147708 Business License No.: 9023								
7. Proposer's fictitious business name(s) or dba(s) (if any):								
County(s) of Registration:				State:		Year(s)	became DE	BA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):								
Sole proprietor	Name of Propr							
A corporation:	Corporation's p	rincipal place	e of business:	1937 W.	169th Street, G	ardena		······································
C	State of incorpo	oration: Ca	lifornia				Year incorp	porated: 2003
Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts President/CEO: Secretary:								
with the CA Attorney	General's Registry	of Chantable	т	Secretary				
A general partnership	O:		Names of p					
A limited partnership	•			neral partner				
A joint venture of:				int venturers				
A limited liability com			<u> </u>	anaging mem	iber:			
9. The only persons or firms inte	rested in this prop	osal as princi	pals are the fol	lowing:	T			
Name(s) Jere Costello		Title Presi	dent		Phone 800.225.7	'316 x1	03	Fax 310.538.8015
Street 1937 W. 169th Stre	et	^{City} Gard	ena		State California			^{Zip} 90247
Name(s) Rick Anderson		Title Secre	etary		Phone 800.225.7	'316 x1	80	Fax 310.538.8015
Street 1937 W. 169th Stre	et	^{City} Gard	ena		State California			^{Zip} 90247
10. Is your firm wholly or majority If yes, name of parent firm:State of incorporation/registration		ubsidiary of a	nother firm? >	K No	/es			
11. Has your firm done business Name(s): Name(s):					Year of nar	me change	list the other e: e:	name(s):
12. Is your firm involved in any μ If yes, indicate the associated α	ompany's name: _			Yes				
13. Proposer acknowledges that may be rejected. The evaluation14. I am making these represent information and belief.	and determinatio ations and all repr	n in this area esentation co	shall be at the intained in this	Director's so proposal bas	le judgment and the Died on information that)irector's ju	idgment shal	Il be final.
I declare under penalty of perjury	the formation is true and correct							
Signature of Proposer or Authori	zed Agent:		K-/2	M	Lum 1		Date: Ap	ril 13, 2015
Type name and title: Rick Ar	nderson, Sec	retary		,				

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Com	npany Name: CleanStreet			
) 	npany Address: 1937 W. 169th Stree			
	Gardena	St	ate: CA	Zip Code: 90247
	phone Number: 800.225.7316 x103			
If yo appr Serv	e of Goods or Services): Statement of ou believe the Jury Service P ropriate box in Part I (you must a rice Program applies to your bu gram. Whether you complete Par	rogram does not apply attach documentation to siness, complete Part II	to your support y to certify	business, check the rour claim). If the Jury r compliance with the
Part I	: Jury Service Program Is Not Applicabl	e to My Business		
	My business does not meet the definit aggregate sum of \$50,000 or more in a (this exception is not available if the context exception will be lost and I must comply sum of \$50,000 in any 12-month period	iny 12-month period under one on ontract/purchase order itself will y with the Program if my revenu	or more Cour exceed \$50	nty contracts or subcontracts, 000). I understand that the
	My business is a small business as defigross revenues in the preceding twel \$500,000 or less; and, 3) is not an affiliabelow. I understand that the exemption employees in my business and my gros	ve months which, if added to the te or subsidiary of a business do on will be lost, and I must cor	the annual a minant in its nply with the	amount of this contract, are field of operation, as defined
	"Dominant in its field of operation" me employees, and annual gross revenues the contract awarded, exceed \$500,000	in the preceding twelve months	oloyees, inclu , which, if ad	iding full-time and part-time ded to the annual amount o
	"Affiliate or subsidiary of a business of 20 percent owned by a business dom stockholders, or their equivalent, of a business dominates."	nant in its field of operation, or	by partners	business which is at leas , officers, directors, majority
	My business is subject to a Collective provisions of the Program. ATTACH TH		xpressly pro	vides that it supersedes al
Part II	l: Certification of Compliance			
	My business has and adheres to a wr regular pay for actual jury service for ful company will have and adhere to such a	I-time employees of the busines:	s who are als	s, no less than five days on California residents, or my
declare nd corre	under penalty of perjury under the law	s of the State of California tha	at the inform	nation stated above is true
Print Name		Title:		
Rick An	derson	Secretary		
ignature:	// /	Date:		
/	K. Miderin	April 13, 2015		

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Statement of Qualifications for Street Sweeping Services (2015-SQPA004) PROPOSED CONTRACT FOR:

SERVICE BY PROPOSER CleanStreet

PROPOSAL DATE: April 15, 2015

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	65	65	63	65	64	322	99
2. Total dollar amount of Contracts (in thousands of dollars).	16.5 million	15.6 million	15.1 million	16.5 million 15.6 million 15.1 million 15.6 million		78 million	16.0 million
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	2		_	0	_	5	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	06	77	_	0	148	316	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Rick Anderson

Name of Proposer or Authorized Agent (print)

Signature

April 13, 2015

Jate

CONFLICT OF INTEREST CERTIFICATION

1,	Rick Andersor	<u>'</u>
	sole o	
	F	al partner
		ging member
	₩ Presia	lent, Secretary, or other proper title)
_	CleanStreet	
of	CleanStreet	Name of proposer
		in support of a proposal for a contract with the County of Los Angeles for services within the County Code Section 2.180.010, which provides as follows:
	contract with,	chibited . A. Notwithstanding any other section of this code, the county shall not and shall reject any bid or proposal submitted by, the persons or entities specified the board of supervisors finds that special circumstances exist which justify the ch contract.
	1.	Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
	2.	Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
	, 3 .	Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
		(a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
		(b) Participated in any way in developing the contract of its service specifications; and
	4.	Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.
contr that i comp capa unde	ract do not fall with no County employed peting contract, are licity by the Contra erstand and agree	ormed and believe that personnel who developed and/or participated in the preparation of this in scope of the Los Angeles County Code, Section 2.180.010, as cited above. Furthermore whose position in the County enables him/her to influence the award of this contract, or and no spouse or economic dependent of such employee is or shall be employed in an actor herein, or has or shall have any direct or indirect financial interest in this contract. that any falsification in this Certificate will be grounds for rejection of this Proposal and tract awarded pursuant to this Proposal.
I cert		of perjury under the laws of California that the foregoing is true and correct.
	. K/	7 1 M / 4 4 / Poto April 13 2015

CONFIDENTIAL

PROPOSER'S REFERENCE LIST

PROPOSER NAME: CleanStreet

PROPOSED CONTRACT FOR: Statement of Qualifications for Street Sweeping Services (2015-SQPA004)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Street Sweeping	SERVICE DATES: 2011 - current
DEPT/ DISTRICT: South Whittier / West Whittie	r
CONTACT: Mr. Brian Le	
TELEPHONE: 562.869.1176	
FAX: 562.862.3718	
E-MAIL: ble@dpw.lacounty.gov	

SERVICE: Street Sweeping	SERVICE DATES: 2011 - current
DEPT/DISTRICT: Azusa, Covina, Claremont	
CONTACT: Mr. David Oboza	
TELEPHONE: 626.337.1277	
FAX: 626.962.3982	
E-MAIL: doboza@dpw.lacounty.gov	

	SERVICE: Street Sweeping	SERVICE DATES: 2011 - current
	DEPT/ DISTRICT: As-Needed	
	CONTACT: Mr. Edwin Manoukian	· ·
	TELEPHONE: 626.458.4057	
-	FAX: 626,458.4194	
	E-MAIL: emanoukian@dpw.lacounty.c	IOV

SERVICE: Street Sweeping	SERVICE DATES: 2008 - current
DEPT/DISTRICT: County Sanitation District LA	- Calabasas
CONTACT: Ms. Karen Streeter, Purchasi	ng
TELEPHONE: 562.908.4288 x1413	
FAX: 562.699.8665	
E-MAIL: kstreeter@lacsd.org	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Street Sweeping	SERVICE DATES: 2008 - current
AGENCY/ FIRM: city of Upland	
ADDRESS: 1370 N. Benson Avenue, Upl	and, CA 91786
CONTACT: Acquanetta Warren	
TELEPHONE: 909.291.2930	
FAX: 909.297.2974	
E-MAIL: awarren@ci.upland.ca.us	

SERVICE: Street Sweeping	SERVICE DATES: 2008 - current
AGENCY/ FIRM: City of Fontana	
ADDRESS: 16489 Orange Way, Fo	ntana, CA 92335
CONTACT: Tony Mata	
TELEPHONE: 909.350.6772	
FAX: 909.350.6755	
E-MAIL: tmata@fontana.org	

SERVICE DATES: 2001 - current
ntario, CA 91761

SERVICE: Street Sweeping	SERVICE DATES: 2013 - current
AGENCY/ FIRM: City of Rialto c/o Burrtec Was	ste
ADDRESS: 9890 Cherry Avenue, Fontan	
CONTACT: Richard Nino	
TELEPHONE: 909.429.4200	
FAX: 909.429.4290	
E-MAIL: rnino@burrtec.com	

CONFIDENTIAL

PROPOSER'S REFERENCE LIST

PROPOSER NAME: CleanStreet **PROPOSED CONTRACT FOR:** Statement of Qualifications for Street Sweeping Services (2015-SQPA004) Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required. A. **COUNTY OF LOS ANGELES AGENCIES** All contracts with the County during the previous three years must be listed. SERVICE DATES: 2011 - current SERVICE: Street Sweeping SERVICE: SERVICE DATES: DEPT/ DISTRICT: DEPT/DISTRICT: Marina Del Rev CONTACT: CONTACT: Mr. Jeffrey Donaldson TELEPHONE: 310.348.6448 x235 TELEPHONE: FAX: 310.649.0402 FAX: E-MAIL: jdonald@dpw.lacounty.gov E-MAIL: SERVICE DATES: SERVICE: SERVICE: SERVICE DATES: DEPT/ DISTRICT: DEPT/DISTRICT: CONTACT: CONTACT: TELEPHONE: TELEPHONE: FAX: FAX: E-MAIL: E-MAIL: OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES B. SERVICE: SERVICE DATES: SERVICE: SERVICE DATES: AGENCY/ FIRM: AGENCY/ FIRM: ADDRESS: ADDRESS: CONTACT: CONTACT: TELEPHONE: TELEPHONE: FAX: FAX: E-MAIL: E-MAIL: SERVICE: SERVICE DATES: SERVICE DATES: SERVICE: AGENCY/ FIRM: AGENCY/ FIRM: ADDRESS: ADDRESS: CONTACT: CONTACT: TELEPHONE: TELEPHONE: FAX: FAX: E-MAIL:

E-MAIL:

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Propos	er's Name CleanStreet			
	s 1937 W. 169th Street, Gardena, CA 90247			
	Revenue Service Employer Identification Number 95-4147708		•	
In action that treat sex	ccordance with Los Angeles County Code, Section 4.32.010, the Propo all persons employed by it, its affiliates, subsidiaries, or holding com ed equally by the firm without regard to or because of race, religion, and and in compliance with all anti-discrimination laws of the United States of alifornia.	npanies cestry, n	are ar ational	nd will be origin, or
1.	The proposer has a written policy statement prohibiting any discrimina all phases of employment.	tion in		YES NO
2.	The proposer periodically conducts a self- analysis or utilization analyits work force.	sis of		YES NO
The proposer has a system for determining if its employment practices are discriminatory against protected groups.			YES NO	
Where problem areas are identified in employment practices, the proposer 4. has a system for taking reasonable corrective action to include establishment of goals and timetables.		⊠.	YES NO	
	Cotabilitiment of goals and invitations			
Propos	er CleanStreet			
	zed representative Rick Anderson		•	
Signatu	R A Miller	Date Apr	il 13, 2	015

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
			·
-		·	
			·
			·
		·	

County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

	esponding to the of the proposal.	Request	for Pro	posals i	nust coi	mpl	lete and ret	urn tl	nis forn	for prop	er		
FIRM NAME:	CleanStreet												
	(WebVen) Vendor	r Number	5037/	15_02									
	ALL BUSINESS E				CE PRO	GR	AM:						
	Local SBE certifie				ernal Ser	vice	es Departme	ent, I	request	this propo	sal/	bid be	
	ached is a copy of				ued by t	he (County						
	IZATION INFORMATI							ses or	ılv On fin	al analysis	and o	considera	tion of
award, contrac	tor/vendor will be select	cted withou	t regard to	race/ethn	icity, color	reli	gion, sex, natio	onal or	igin, age,	sexual orier	ntatio	n, or disa	bility.
Business St	ructure: Sole I	Proprietorsh	nip 🔲 P	artnership		M	Corporation	\(\sigma\) N	onprofit	☐ Franch	ise		
Oth	ner (Please Specif	y):											
Total Numbe	er of Employees (incl	uding owne	rs): 129)									
Race/Ethnic	Composition of Firm	. Please di	stribute the	e above to	tal numbe	r of i	individuals into	the fo	llowing ca	ategories:			
Race/Ethn	ic Composition			rs/Part iate Pai			Manag	jers		2500	Sta	iff	
		47.53	Male	F	emale:		Male	Fe	male	Male		Fema	ale
Black/Africa	an American									3			
Hispanic/La	atino						2			103	_	8	
Asian or Pa	acific Islander							····		2	_		
American I	ndian										\dashv		
Filipino											\dashv		
White			1				2		<u>1</u>	7			
III. <u>PERCENTAGE</u>	OF OWNERSHIP IN	FIRM: Plea	ase indicat	e by perc	entage (%)	hov	v <u>ownership</u> of	the fin	m is distri	buted.			
	Black/African American	Hispanio		1	or Pacific lander		American Ir	- '	Fil	ipino		White	2/
Men	%		%			%		%		%	10	0	%
Women	%		%		·	%		%		<u></u> %			%
currently certifi	ON AS MINORITY, Vied as a minority, would attach a copy of your properties.	men, disad	dvantaged	or disabl	ed veterar	1 04	vned business	BUSI enter	prise by	a public ag	ency	, comple	te the
	Agency Name			Minority	Wome	n	Disadvanta	ged	Disable	d Veteran	Ex	piration	Date
					ļ								
											<u></u>		
	N: I DECLARE UNDEN IS TRUE AND CORI		Y OF PER	JURY UN	IDER THE	LA	WS OF THE S	TATE	OF CALI	FORNIA TH	AT T	HE ABO	VE
Authorized 69	nature:		1		Titte					Date:	_		
LOCAL SBE-FIRM-0	ORGANIZATION FORM	M.DOC OAA	// AC Rev. 09	9/20/07			tary ⁷⁰⁷			April 13	3, 20	015	

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

tori	m with their proposal.	
A.	Proposer has a proven record of hiring GAIN/G	ROW participants.
	YES (subject to verification by Coun	ity) NO
B.	GAIN/GROW participants for any future empl	job openings and job requirements to consider oyment openings if the GAIN/GROW participant ning. "Consider" means that Proposer is willing to
	XYESNO	
C.	Proposer is willing to provide employe employee-mentoring program, if available.	d GAIN/GROW participants access to its
	NON/	A (Program not available)
S	signature /	Title
	K. Malin	Secretary
F	irm Name	Date
C	leanStreet	April 13, 2015

TRANSMITTAL FORM TO REQUEST AN RESQ SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within ten business days of issuance of the solicitation document

Proposer Name: CleanStreet	Date of Request:
Project Title: Statement of Qualifications for Street Sweeping Serv	Project No. SQPA004
A Solicitation Requirements Review is being unfairly disadvantaged for the following reason(Application of Maximum Requirements	g requested because the Proposer asserts that they are beings): (check all that apply)
Aprication of valuation Criteria Cation of Susing se Requirements	ss may result in the County not receiving the
I understand that this request must be received solicitation document.	by the County within ten business days of issuance of the
For each area contested, Proposer must explain (Attach additional pages and supporting documents)	n in detail the factual reasons for the requested review. entation as necessary.)
Request submitted by:	
(Name)	(Title)
For	County use only
Date Transmittal Received by County:	Date Solicitation Released:
Reviewed by:	
Results of Review - Comments:	
Date Response sent to Proposer:	

CHARITABLE CONTRIBUTIONS CERTIFICATION

CleanStreet		
Company Name		
1937 W. 169th Street, Gardena, CA 90247		
Address		
95-4147708		
Internal Revenue Service Employer Identification Number		
N/A		
California Registry of Charitable Trusts "CT" number (if applicable)		
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements Trustees and Fundraisers for Charitable Purposes Act, which regulate charitable contributions.	s to Californ es those rec	ia's Supervision of eiving and raising
CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or 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.	(X)	
OR	YES	NO
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.		
R. / M. April 13, 2	2015	
Signature Date		
Rick Anderson, Secretary		
Name and Title (please type or print)		

DATE

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

	COMPANY NAME: CleanStreet						
	COMPANY ADDRESS: 1937 W. 169th Street						
	CITY: Gardena	STATE: CA	ZIP CODE: 90247				
×	I am <u>not</u> requesting consideration und Preference Program.	ler the County's Tr	ansitional Job Opportunities				
I	hereby certify that I meet all the requirement	s for this program:					
	My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (attach IRS Determination Letter);						
	I have submitted my three most recent an	nual tax returns with	my application;				
	I have been in operation for at least supportive services to program participant	one year providing s; and	transitional job and related				
	I have submitted a profile of our prog designed to help the program participant other information requested by the contract	ts, number of past p	escription of its components rogram participants, and any				
	I declare under penalty of perjury und information herein is true and correct.	ler the laws of the	State of California that the				
	PRINT NAME:		TITLE:				
Rick Anderson Secretary							
	SIGNATURE: DATE:						
	K. Gudum	1	April 13, 2015				
R	REVIEWED BY COUNTY:						

SIGNATURE OF REVIEWER

APPROVED DISAPPROVED

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME	: CleanStreet					
	not had any contracts terminate	d in the past three years	s.			
are those contracts terminated, please a Proposer or not. An noted that contracts	terminated by an agency or firm ttach an explanation on a <u>separa</u> by and all terminated contracts s	before the contract's ex te sheet, whether the thould be accompanied	three years. Terminated contracts expiration date. If a contract(s) was termination was at the fault of the with an explanation. It should be ty is only seeking information on			
SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:			
NAME OF TERMINAT	I TING FIRM	NAME OF TERMINA	ATING FIRM			
ADDRESS OF FIRM		ADDRESS OF FIRM	1			
CONTACT PERSON:		CONTACT PERSOI	N: .			
TELEPHONE:		TELEPHONE:				
FAX:		FAX:	FAX:			
E-MAIL:		E-MAIL:				
SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:			
NAME OF TERMINAT	TING FIRM	NAME OF TERMIN	ATING FIRM			
ADDRESS OF FIRM		ADDRESS OF FIRM	Λ			
CONTACT PERSON:		CONTACT PERSO	N:			
TELEPHONE:		TELEPHONE:	·			
FAX:		FAX:				
E-MAIL:	1 Par Nicolan	E-MAIL:				

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: <u>CleanStreet</u>
Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.
Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.
A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)
 Against Proposer; Principal; Both (check as appropriate) Name of Litigation/Judgment: Case Number: Court of Jurisdiction: Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):
B. □ Pending Litigation □ Threatened Litigation □ Judgment (check one)
 Against □ Proposer; □ Principal; □ Both (check as appropriate) Name of Litigation/Judgment: Case Number: Court of Jurisdiction: Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):
Signature of Proposer: Date: April 13, 2015

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

STREET SWEEPING SERVICES (2015-SQPA004)

Clear	nStreet
Propo	ser's Name
1937	W. 169th Street, Gardena, CA 90247
Addre	SS
X	If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this RFSQ, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
	If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this RFSQ, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
Sign	nature of Proposer: April 13, 2015

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

ine Fic	oposer certines triat.			
\boxtimes	It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206; AND			
		onable inquiry, the Proposer/Bidder/Contractor is as Angeles County Code, Section 2.206.020.E, on ation; AND		
	The Proposer/Bidder/Contractor agrees to Reduction Program during the term of any a	comply with the County's Defaulted Property Tax awarded contract.		
	-OF	₹-		
	I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:			
declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.				
Print N	ame: Rick/Anderson	Title: Secretary		
	Signature: Date: April 13, 2015			

REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74, and is also available on the Veterans Affairs Website at: http://www.vetbiz.gov.

\boxtimes	I AM NOT a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
	<u>I AM</u> certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm: CleanStreet	County Webven No. 503745-02
Print Authorized Name: Rick Anderson	Title: Secretary
Authorized Signature: K. M. Selem	Date: April 13, 2015

APPROVED	DISAPPROVED	DATE
	APPROVED	APPROVED DISAPPROVED

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ STREET SWEEPING SERVICES (2015-SQPA004)

PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

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

PROPOSER MUST CHECK A BOX IN EVERY SECTION

At the time of Statement of Qualifications submission, Proposer must meet the following minimum requirements:

1. The Proposer or its managing employee must have a minimum of three years of experience performing street sweeping services.

Yes. Proposer or its managing employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer or Proposer's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
D' 1 A	09/1989	Supervising and managing Street Sweeping	7
Rick Anderson	04/2015	Contracts	

No. Proposer or its managing employee <u>does not</u> meet the experience requirement stated above.

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

Signature /	Title
K. Melinin	Secretary
Firm Name	Date
CleanStreet	April 13, 2015

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Statement of Qualifications (RFSQ) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFSQ, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

	County under the contract. I will pay an	hourly wage of	for those employees who will be providing services to the of not less than \$11.84 per hour per employee.		
×	I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than \$2.20 per hour per employee. I will pay an hourly wage of not less than \$11.84 per hour per employee.				
	I do have a bona fide health care benefit plan for those employees who will be providing services to the Count under the contract and will pay into the plan at least \$2.20 per hour per employee. I will pay an hourly wage on not less than \$9.64 per hour per employee.				
	Health Plan(s):				
	Company Insurance Group Number:				
	Health Benefit(s) Payment Schedule:				
	Monthly	2 Quarterly	□ Bi-Annual		
	☐ Annually	Other:	(Specify)		
	ASE PRINT COMPANY NAME:				
	CleanSt	reet			
I dec	declare under penalty of perjury under the laws of the State of California that the above information is true and correct:				
SIGN	NATURE: //		DATE:		
	K MAN MINIMA		April 13, 2015		
PLE	ASE PRINT NAME:		TITLE OR POSITION:		
Dick	Anderson		Secretary		

P:\ASPUB\CONTRACT\MASTER\LWDECLARATION.DOC Rev. PW 02/13/07

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. CHECK EACH APPLICABLE BOX.

LIVING WAGE ORDINANCE:

I have read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

X I have read the provisions of the RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code, Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor

Stand	Standards Act, employment of minors, or unlawful employment discrimination.				
Histor	ry of Alleged Labor Law/Payroll Violations (Check One):				
×	The Firm HAS NOT been named in a complaint, claim, in Law/Payroll Violation which involves an incident occurring w	nvestigation or proceeding relating to a alleged Labor ithin three years of the date of the proposal; OR			
To the second	The Firm HAS been named in a complaint, claim, inv Law/Payroll Violation which involves an incident occurring attached to this form the required Labor/Payroll/Debarmer allegation.)	within three years of the date of the proposal. (I have			
Histor	y of Determinations of Labor Law/Payroll Violations (Che	ck One):			
×	There HAS BEEN NO determination by a public entity with Firm committed a Labor Law/Payroll Violation; OR	nin the three years of the date of the proposal that the			
	There HAS BEEN a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)				
HISTO	HISTORY OF DEBARMENT (Check one):				
\boxtimes	The Firm HAS NOT been debarred by any public entity duri	ng the past ten years; OR			
	The Firm HAS been debarred by a public entity within to (including each public entity's name and address, dates of attached Labor/Payroll/Debarment History form.	he past ten years. Provide the pertinent information of disbarment, and nature of each debarment) on the			
I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.					
_	1 MUM	Rick Anderson, Secretary Print Name and Title			
O	wner's)Agent's Authorized Signature	Fillit Name and the			
<u>C</u>	leanStreet	April 13, 2015			
Pr	int Name of Firm	Date			

OAAC:\RV\P:\ASPUB\CONTRACT\CONTRACT\NG FORMS\RFP\TOF-PROPA-10-2-06.DOC 07/25/01 DPW Rev. 11/12/02

Print Name of Firm

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

		m, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring hree <u>ve</u> ars of the date of the proposal.				
	lati.h.	p blic entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll				
Print Na	me of Firm:	Print Name of Owner.				
Print Address of Firm:		Owner's/AGENT's Authorized Signature:				
City, Sta	te, Zip Code	Print Name and Title: .				
Public	c Entity Name					
Public	c Entity	Street Address:				
Addre		City, State, Zip:				
Case	Number/Date	Case Number:				
Claim	Opened:	Date Claim Opened:				
		Name:				
Name	and Address	Street Address:				
	aimant:	City, State, Zip:				
Desci	ription of Work: (e.g., Janitorial)				
Desci	ription of					
	ation and/or					
	osition of ng: (attach					
dispo	sition letter) Liquidated					
Dama	Liquidated iges, Penalties, rment, etc.)					

Additional Pages are attached for a total of ______pages.
P:\aspub\contract\angle\langle\tau\street sweeping\contract\angle\tau\forall ToF-PROP A.DOCDOC PW Rev. 12/2002

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: <u>CleanStreet</u>			
Name of Proposer's Health Plan:	Aetna	Date: April 13, 201	5

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 357.99 \$ 787.57 \$ 644.39 \$ 1,109.76	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 297.99 \$ 297.99 \$ 297.99 \$ 297.99	
Any Annual Deductible? Per Person Per Family	Y N Y N	\$,	0
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	Y N Y N	\$	\$2,000 \$4,000
Any Lifetime Maximum? Per Person Per Family	Y N Y N	\$ N/A \$ N/A	None .
Ambulance coverage	Y N	\$	0
Doctor's Office Visits	Y N	\$	\$20.00
Emergency Care	Y N	\$	\$100.00
Home Health Care	Y N	\$	0
Hospice Care	Y N	\$	\$500.00 in-patient
Hospital Care	Y N	\$	\$500.00
Immunizations	Y N	\$	0
Maternity	Y N	\$	\$20.00
Mental Health	Y N	\$	\$10.00
Mental Health In-Patient Coverage	Y N	\$	10% after deductible

LW-7 - PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	\$10.00
Physical Therapy	Y N	\$	\$30.00
Prescription Drugs	Y N	\$	\$15.00 / \$30.00
Routine Eye Examinations	Y N	\$	0
Skilled Nursing Facility	Y N	\$	\$500.00 (limited to 100 days per year)
Surgery	Y N	\$	\$500.00
X-Ray and Laboratory	Y N	\$	0

Under this	health	plan,	a full	time	employee:
------------	--------	-------	--------	------	-----------

\boxtimes	Becomes eligible for health insurance coverage a	after <u>C</u>	<u>90</u> days	of employment.
-------------	--	----------------	----------------	----------------

Is defined as an employee who is employed more than 32 hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS $\underline{0}$ DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS $\underline{}$ DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS $\underline{5}$ DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: CleanStreet			
Name of Proposer's Health Plan:	Kaiser	Date: April 13, 2015	

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 389.57 \$ 857.05 \$ 701.22 \$ 1,207.66	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 269.57 \$ 269.57 \$ 269.57 \$ 269.57	
Any Annual Deductible? Per Person Per Family	Y N Y N	\$ \$	\$500.00 \$1,000.00
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	Y N Y N	\$ \$	\$3,000.00 \$6,000.00
Any Lifetime Maximum? Per Person Per Family	Y N Y N	\$ N/A \$ N/A	None
Ambulance coverage	Y N	\$	\$150.00
Doctor's Office Visits	Y N	\$	\$10.00
Emergency Care	Y N	\$.	10% after deductible
Home Health Care	Y N	\$	0 (up to 100 visits per year)
Hospice Care	Y N	\$	0
Hospital Care	Y N	\$	10% after deductible
Immunizations	Y N	\$	0
Maternity	Y N	\$	0 .
Mental Health	Y N	\$	10% after deductible
Mental Health In-Patient Coverage	Y N	\$	10% after deductible

LW-7 - PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	\$10.00
Physical Therapy	Y N	\$	\$10.00
Prescription Drugs	Y N	\$	\$10.00 / \$20.00 / \$30.00
Routine Eye Examinations	Y N	\$	0
Skilled Nursing Facility	Y N	\$	10% after deductible
Surgery	Y N	\$	10% after deductible
X-Ray and Laboratory	Y N	\$	\$10.00

Under this	health	plan,	a full	time	employee
------------	--------	-------	--------	------	----------

\times	Becomes eligible for health ins	surance coverage after	90 days of employment.
----------	---------------------------------	------------------------	------------------------

Is defined as an employee who is employed more than 32 hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS $\underline{3}$ DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS $\underline{5}$ DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS $\underline{5}$ DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS $\underline{6}$ DAYS.

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

CleanS	treet will NOT be using Subcontr	ractors of any kind.	Statement of Qualifications for Street Sweeping 2015-SQPA004
Com	pany Address:		
City:		State:	Zip Code:
	phone Number:		
lf yo appr Serv	e of Goods or Services): bu believe the Jury Service Program opriate box in Part I (you must attach d ice Program applies to your business, ram. Whether you complete Part I or Pa	ocumentation to suppor complete Part II to cert	t your claim). If the Jury tify compliance with the
Part I:	Jury Service Program Is Not Applicable to My Be	usiness	
	My business does not meet the definition of "coraggregate sum of \$50,000 or more in any 12-mor (this exception is not available if the contract/pure exception will be lost and I must comply with the F sum of \$50,000 in any 12-month period.	nth period under one or more C chase order itself will exceed \$	ounty contracts or subcontracts 50,000). I understand that the
	My business is a small business as defined in the gross revenues in the preceding twelve months \$500,000 or less; and, 3) is not an affiliate or subsibelow. I understand that the exemption will be employees in my business and my gross annual results.	which, if added to the annua diary of a business dominant in lost, and I must comply with	al amount of this contract, are its field of operation, as defined the Program if the number of
	"Dominant in its field of operation" means having employees, and annual gross revenues in the pred the contract awarded, exceed \$500,000.	g more than ten employees, ir ceding twelve months, which, if	ncluding full-time and part-time added to the annual amount of
	"Affiliate or subsidiary of a business dominant in 20 percent owned by a business dominant in its stockholders, or their equivalent, of a business dominant in its stockholders."	field of operation, or by partner	a business which is at least ers, officers, directors, majority
	My business is subject to a Collective Bargainir provisions of the Program. ATTACH THE AGREE	ng Agreement that expressly p	provides that it supersedes all
Part Ii:	Certification of Compliance		
	My business has and adheres to a written policy regular pay for actual jury service for full-time empl company will have and adhere to such a policy prior	oyees of the business who are	asis, no less than five days of also California residents, or my
declare und correc	nder penalty of perjury under the laws of the St t.	ate of California that the info	rmation stated above is true
Print Name:		Title:	

Date:

Signature:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

			in NOT be using subconfliactors of any Kind. for Street Sweeping	2015-SQPA004	
PROPOSED CON	SERVICE BY PRO	PROPOSAL DATI Clean Street will NOT he main Sin		This information must	he proposer participa

any principal of

Ittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

(print)
Agent
thorized
er or Au
Propose
lame of

CONFLICT OF INTEREST CERTIFICATION

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

	2015-SQPA004	
☐ Pres	ident, Secretary, or other proper title)	
of		
	Name of proposer	
make this certificatio scope of Los Angele	n in support of a proposal for a contract with the County of Los Angeles for services within the s County Code Section 2.180.010, which provides as follows:	
contract with below, unles	Prohibited . A. Notwithstanding any other section of this code, the county shall not an and shall reject any bid or proposal submitted by, the persons or entities specified as the board of supervisors finds that special circumstances exist which justify the uch contract.	
1.	Employees of the County or of public agencies for which the Board of Supervisors is the governing body;	
2.	Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;	
3.	Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:	
	(a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or	
·	(b) Participated in any way in developing the contract of its service specifications; and	
4.	Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.	
contract do not fall what no County emplo competing contract, capacity by the Contract understand and agre	informed and believe that personnel who developed and/or participated in the preparation of the thin scope of the Los Angeles County Code, Section 2.180.010, as cited above. Furthermore, yee whose position in the County enables him/her to influence the award of this contract, or any and no spouse or economic dependent of such employee is or shall be employed in any ractor herein, or has or shall have any direct or indirect financial interest in this contract. The entract any falsification in this Certificate will be grounds for rejection of this Proposal and intract awarded pursuant to this Proposal.	e, ny ny l
certify under penalty	of perjury under the laws of California that the foregoing is true and correct.	
Nama d		

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Cle	anStreet will NOT be using Subcontractors of any kind.	for S	ement of Qualifications for Street Sweeping 2015-SQPA004		
Addre	SS				
Intern	al Revenue Service Employer Identification Number				
that trea sex	accordance with Los Angeles County Code, Section 4.32.010, the Prop all persons employed by it, its affiliates, subsidiaries, or holding con ted equally by the firm without regard to or because of race, religion, ar and in compliance with all anti-discrimination laws of the United States california.	mpanies icestry, r	are a nationa	nd will be	
1.	The proposer has a written policy statement prohibiting any discrimina all phases of employment.		YES NO		
2.	The proposer periodically conducts a self- analysis or utilization anal its work force.		YES NO		
3.	The proposer has a system for determining if its employment practic discriminatory against protected groups.		YES NO		
4.	Where problem areas are identified in employment practices, the pro- has a system for taking reasonable corrective action to in establishment of goals and timetables.		YES NO		
Propos	er		,		
Authori	zed representative				
Signatu	ге	Date			

County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

CleanStreet will NOT be using Subcontractors of	

Statement of Qualifications for Street Sweeping 2015-SQPA004

							202 E			2015-S	QPA004	
I 	EUCAL SIVI	ALL DUSINESS E	NIEKER	GSE PRE	PEKEN	CEPROG	<u>KAWI.</u>				•	
		Local SBE certifie nsidered for the Lo				ernal Servic	es Departn	nent, I	request	this propo	sal/bid be	
	Att	tached is a copy of	Local SE	3E certific	ation iss	ued by the	County.			<u> </u>		
II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consi award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or												
	Business St	ructure: Sole i	Proprietors	hip P	Partnership		Corporation Nonprofit			Franch	iise	
	Ot	her (Please Specif	y):									
	Total Number	er of Employees (incl	uding owne	∍rs):								
	Race/Ethnic	Composition of Firm	. Please d	istribute the	e above to	tal number of	individuals in	to the fc	ollowing c	ategories:		
	Race/Ethn	ic Composition			ers/Partners/ ciate Partners Manag						Staff	
	100 mg/m			Male	• Fe	emale	Male		male	Male	Female	
	Black/Afric	an American										
	Hispanic/La	atino										
	Asian or Pa	acific Islander										
	American I	ndian										
	Filipino											
	White											
II. <u>F</u>	PERCENTAGE	E OF OWNERSHIP IN	FIRM: Ple	ase indicat	e by perce	ntage (%) ho	w <u>ownership</u> o	of the fir	m is distr	ibuted.		
		Black/African American	Hispanio	c/ Latino	I .	or Pacific ander	American I	Indian	Fi	lipino	White	
	Men	%	·	%		%		%		%	Q	
	Women	%		%		%		%		%	0	
C	currently certifi	ON AS MINORITY, William as a minority, wo attach a copy of your pr	men, disad	dvantaged	or disable	ed veteran o	wned busines					
		Agency Name		J	Minority	Women	Disadvanta	aged	Disable	d Veteran	Expiration Da	
-												
-		N: I DECLARE UNDE		Y OF PER	JURY UNI	DER THE LA	.WS OF THE S	STATE	OF CALI	FORNIA TH	AT THE ABOVE	
 		N IS TRUE AND CORF	RECT.									
	Authorized Sig	nature:				Title:				Date:	•	

GAIN and GROW EMPLOYMENT COMMITMENT

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A.	Proposer has a proven record of hiring GAIN/GF	ROW participants.
	YES (subject to verification by Count	y) NO
B.	Proposer is willing to provide DPSS with all j GAIN/GROW participants for any future emplo meets the minimum qualifications for the openinterview qualified GAIN/GROW participants.	ob openings and job requirements to consider syment openings if the GAIN/GROW participant ng. "Consider" means that Proposer is willing to
	YES NO	
C.	Proposer is willing to provide employed employee-mentoring program, if available.	GAIN/GROW participants access to its
	YES NO N/A	(Program not available)
S	Signature	Title
F	Firm Name	Date
Ц		

CHARITABLE CONTRIBUTIONS CERTIFICATION

CleanStreet will NOT be using Subcontractors of any kind	for S	ent of Qualifications Street Sweeping 015-SQPA004
Address		
Internal Revenue Service Employer Identification Number		
California Registry of Charitable Trusts "CT" number (if applicable)		
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to Trustees and Fundraisers for Charitable Purposes Act, which regulates charitable contributions.	to Californi those rec	ia's Supervision of eiving and raising
CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or 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	YES	NO
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		
Name and Title (please type or print)		

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Compar	ny Name:							
Compar	ny Address:	***************************************						
City		.,		State:		Zip Code:		
Telepho	ne Number		Facsimile Number:		Email Addr	ess		
Awardin	g Departmer	ıt:	L			Contract Term:		
Type of	Service:			· · · · · · · · · · · · · · · · · · ·				
Contract	Dollar Amou	int:				Contract Number (if any):		
	<i>OSALS</i> My bu	s your claim and TO PUBLIC WORKS siness is a nonprofit c S Determination Let	OR FAX TO (626) orporation qualified	458-4194 :				
3	My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND							
		Has less than \$1 million in annual gross revenues in the preceding fiscal year including the propos contract amount; OR						
		Is a technical or professional service that has less than \$2.5 million in annual gross revenues in preceding fiscal year including the proposed contract amount.						
_	My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one of more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.							

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

CleanStro	eet will NOT I	be using Subcont	tractors of any kind.	Statement of Qualifications for Street Sweeping 2015-SQPA004
	expressiy supers	eded by my basiness - CO	llective bargaining Agreement).	
l declare und correct.	der penalty of perju	ry under the laws of the	State of California that the inf	 formation herein is true and
PRINT NAME:			TITLE:	
SIGNATURE:				DATE:
Application for way whatsoev Either	r Exemption. The Core, when recommender the contractor or one core who	County will not consider or adding selection or award of the employees' collection will be providing services to the control of the control o	evaluate the information provid a contract to the Board of Supe	na fide health care benefit plan
	Health Benefit(s)	Payment Schedule:		
	☐ Monthly	Quarterly	☐ Bi-Annual	
	☐ Annually	Other (Specify):		
Neither for tho	er the contractor notes employees who	or the employees' collect will be providing services to	tive bargaining unit have a bo the County under the contract.	na fide health care benefit plan

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFSQ, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

L			of not less than \$11.84 per hour per employee.					
	I <u>do have</u> a bona fide health care bene under the contract but will pay into the p not less than \$11.84 per hour per emplo	olan less tha	nose employees who will be providing services to the County n \$2.20 per hour per employee. I will pay an hourly wage or					
	I do have a bona fide health care bene under the contract and will pay into the not less than \$9.64 per hour per employ	plan at least	ose employees who will be providing services to the County specifications specified to the county wage of the specified pay an hourly wage of					
	Health Plan(s):							
	Company Insurance Group Number:							
	Health Benefit(s) Payment Schedule:							
	Monthly	☐ Quarterly	□ Bi-Annual					
	Annually	Other:	(Specify)					
PLEA	SE PRINT COMPANY NAME:							
I decla	are under penalty of perjury under the law	s of the State	of California that the above information is true and correct:					
SIGN	ATURE:		DATE:					
PLEAS	SE PRINT NAME:		TITLE OR POSITION:					

P:\ASPUB\CONTRACT\MASTER\LWDECLARATION.DOC Rev. PW 02/13/07

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

			2015-SQPA004
CONT	FRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEE	BARMENT ORDINANC	E:
	I have read the provisions of the RFSQ describing the Cou and Contractor Debarment Ordinance (Los Angeles Cour understand that the Firm is subject to its terms.	inty's Determinations of ty Code, Section 2.20	f Contractor Non-Responsibility 2.010 through 2.202.060), and
LABO	PR LAW/PAYROLL VIOLATIONS :		
pertair	abor Law/Payroll Violation" includes violations of any Feder ning to wages, hours, or working conditions such as minimur ards Act, employment of minors, or unlawful employment discr	n wage, prevailing wag	itute, regulation, or ordinance ge, living wage, the Fair Labo
Histor	ry of Alleged Labor Law/Payroll Viclations (Check One):		
	The Firm HAS NOT been named in a complaint, claim, in Law/Payroll Violation which involves an incident occurring with	vestigation or proceed thin three years of the c	ing relating to a alleged Laborate of the proposal; OR
	The Firm HAS been named in a complaint, claim, inve Law/Payroll Violation which involves an incident occurring wattached to this form the required Labor/Payroll/Debarment allegation.)	vithin three years of the	date of the proposal. (I have
Histor	y of Determinations of Labor Law/Payroll Violations (Chec	k One):	
	There HAS BEEN NO determination by a public entity within Firm committed a Labor Law/Payroll Violation; OR	n the three years of the	e date of the proposal that the
	There HAS BEEN a determination by a public entity within Firm committed a Labor/Payroll Violation. I have attached History form with the pertinent information for each violation name and address of claimant, date of incident, date claim of finding.) (The County may deduct points from the proposer's total evaluation points available with the largest deductions of	d to this form the required to this form the reportion of the requirement of the requirem	uired Labor/Payroll/Debarment ng entity name, case number, disposition of each violation or ranging from 1% to 20% of the
ніѕто	RY OF DEBARMENT (Check one):		
	The Firm HAS NOT been debarred by any public entity during	the past ten years; OF	2
	The Firm HAS been debarred by a public entity within the (including each public entity's name and address, dates of attached Labor/Payroll/Debarment History form.	e past ten years. Pro disbarment, and natur	vide the pertinent information e of each debarment) on the
l decla correc	are under penalty of perjury under the laws of the State of t.	of California that the a	above is true, complete and
Ow	vner's/Agent's Authorized Signature	Print Name	and Title
Pri	nt Name of Firm	Da	te

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM LABOR/PAYROLL/DEBARMENT HISTORY

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

			2015-SQPA004					
Violation.								
A debarment by a pu	ıblic entity listed below witl	hin the past ten years.						
Print Name of Firm:	Print Name of Owner:							
Print Address of Firm:	4	Owner's/AGENT's Authorized Signature:						
City, State, Zip Code		Print Name and Title:						
			•					
Public Entity Name								
Public Entity	Street Address:							
Address:	City, State, Zip:							
Case Number/Date	Case Number:							
Claim Opened:								
	Name:							
Name and Address	Street Address:							
of Claimant:	City, State, Zip:							
Description of Work: ((e.g., Janitorial)							
Description of Allegation and/or								
Violation:								
Disposition of								
Finding: (attach disposition letter)								
(e.g., Liquidated Damages, Penalties,								
Debarment, etc.)								

Additional Pages are attached for a total of ______pages.

P:\ASPUB\CONTRACT\ANGELA\STREET SWEEPING\2015\RFSQ\04 TOF-PROP A.DOCDOC PW Rev. 12/2002

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS STREET SWEEPING SERVICES (2015-SQPA004)

record keeping s the Proposer uses and the internal controls in place to ensure compilative with state and nederal labor regulations and record keeping requirements. In Statement of Qualifications for Street Sweeping 2015-SQPA004 CleanStreet will NOT be using Subcontractors of any kind requirements The contract

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of the processes and the steps associated with those processes.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT. IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

limesheet, paycheck, and pay stub.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED	
1.1. How does the Proposer track employee hours actually worked?	
1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?	
1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	

FORM LW-9 RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	tractors of any kind. Statement of Qualifications for Street Sweeping 2015-SQPA004										
QUESTION RESPOND H	2. REPORTI How does the CleanStreet will NOT be using Subcontractors of any kind. in sheets, company to the contractor of the contractor o	3. RECORDS OF ACTUAL TIME WORKED	3.1. What records are created to document the beginning and ending times of employee's actual work shifts?	3.2. What records are maintained by the Proposer of actual time worked?	3.3. Are the records maintained daily or at another interval (indicate the interval)?	3.4. Who creates these records (e.g., employee, supervisor, or office staff)?	3.5. Who checks the records, and what are they checking for?	3.6. What happens to these records?	3.7. Are they used as a source document to create Proposer's payroll?	3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	

	QUESTION	FOR RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	RESPONSES IF MORE SPACE IS NEEDE	FORM LW-
4 4.1.		using	Statement of Qualifications for Street Sweeping 2015-SQPA004	
4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Who prepares and who checks the source document? Does the employee sign it? Who approves the source document, and what do they compare it with prior to approving it?			
.წ. ნ.1.	BREAKS . How does the Proposer know that employees take mandated breaks and meal breaks			
5.2.				

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	RESPONSES IF MORE SPACE IS NEEDED.
	HOW PAY		
6.1.	Discuss h CleanStreet will NOT be and how wages are	using Subcontractors of any kind.	Statement of Qualifications for Street Sweeping 2015-SQPA004
6.2.	2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?		
6.3.	3. If by check, do they receive a single check for straight time and overtime or are separate payments made?		
6.4.	 What information is provided on the check (e.g., deductions for taxes, etc.)? 		
6.5.	CHECK AND PAY CHECK STUB		
	SHOWS DEDU		
	BANK ACCOL		
	ORMATION).		
-w			
			
	·	·	

FORM LW-9 DED.		,	
RESPONSES IF MORE SPACE IS NEE	Statement of Qualifications for Street Sweeping 2015-SQPA004		
FOF RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	CleanStreet will NOT be using Subcontractors of any kind.		
QUESTION	if the Pro GleanStreet will NOT be us describe payroll tak source document unough me issuance or a check.	If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	AUTOMATED PAYROLL SYSTEM If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?
	7. 7.1.	7.2.	8.3. 8.2. 8.3. 8.3. 1.0.1 1.0.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	RESPONSES IF MORE SPACE IS NEED	
9. TRAVEL 9.1. How is tr CleanStreet will NOT be paid? 9.2. At what	using Subcontractors of any kind.	Statement of Qualifications for Street Sweeping 2015-SQPA004	
Print Name:	. Company:		
Signature:	Date:		

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFSQ is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, complete and submit this form to Public Works seven days prior to the due date for proposals. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Comoa	ny Address:				
A	iny Address	/ ^			
		Δ	State:		Zip Code:
epho	ons nbe	Facsimile Number		Email Addres	SS:
Awardır	ng Departmer	It.			Contract Term:
Type of	Service:			<u> </u>	
Contrac	t Dollar Amou	unt.			Contract Number (if any):
that s	support OSALS My bu	s your claim and SUBMIT SEVE TO PUBLIC WORKS OR FAX TO (6)	EN DAYS PRIOR 26) 458-4194 :	R TO THE	attach to this form all documentation DEADLINE FOR SUBMISSION OF de Section 501(c)(3) (you must attach
	subsid	isiness is a Small Business (as defi iary of a business dominant in its fiel ad part-time employees; AND	<i>fined in the Livin</i> ld of operation AN	ng Wage Or ID during the	rdinance) which is not an affiliate or e contract period will have 20 or fewer
		Has less than \$1 million in annual contract amount; OR	gross revenues in	the preced	ing fiscal year including the proposed
		Is a technical or professional servi preceding fiscal year including the pr			illion in annual gross revenues in the
		siness has received an aggregate sur Proposition A contracts and/or cafeteria			the preceding 12 months under one or he proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

		<u>-</u>	a bona fide Collective Ba			_	
	L R	the Collective Ba Livi g Wage	argaining Agreement exp gram; OR	ressly provides that	it supersede	es all of the pr	ovisions of the
		t e Collect op presions of the	argaining Agreement e viving Wage Program (I eded by my business - Co	will comply with all p	provisions of		
l decla		r penalty of perju	ry under the laws of the	State of California	that the info	rmation hereir	is true and
PRIN	T NAME:			TITLE:			
SIGN	ATURE:			,		DATE:	
Applica	ation for E	Exemption. The C	Additional sted below is for informal county will not consider outling selection or award of	r evaluate the inform	ation provide	d below by Cor	leration of this ntractor, in any
	Either t	e employees who	the employees' collect	to the County under	the contract.		re benefit plan
		•	pany Name(s): nce Group Number(s):				
			Amount Paid by Employer				
			Amount Paid by Employee				
		Health Benefit(s)	Payment Schedule:				
		☐ Monthly	☐ Quarterly	☐ Bi-Annual			
		☐ Annually	Other (Specify):				
	Neither for those	the contractor n	or the employees' collewill be providing services	ctive bargaining un to the County under	<u>it</u> have a bon the contract.	a fide health ca	re benefit plan

FUEL COST ADJUSTMENT



CleanStreet purchases its fuel at market price.



ADDITIONAL INFORMATION



There is no additional information we wish to present.







STREET SWEEPING SERVICES FOR THE AREA OF AZUSA/COVINA/CLAREMONT (2016-PA034)

EXCLUSIVELY FOR

COUNTY OF LOS ANGELES

JANUARY 12, 2017

1937 W. 169th Street Gardena, CA 90247 (800) 225-7316 x108

FOR

AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

ITEM	DESCRIPTION	UNIT	QUANTITY (6 MONTHS)	UNIT PRICE	PRICE (6 MONTHS)
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	5,382	\$ 24.75	\$ 133,204.50
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	13.5	\$ 34.75	\$ 469.13
	TOTAL PROPOSED PRICE				\$133,673.63

LEGAL NAME OF PROPOSER		
CleanStreet	1	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	PROPOSAL U	
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
March 8, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		

PHONE	FACSIMILE	E-Mail
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

- 1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
- A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

FOR

AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

ITEM	DESCRIPTION	UNIT	QUANTITY (6 MONTHS)	UNIT PRICE	PRICE (6 MONTHS)
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2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	13.5	\$34.75	\$469.13
	TOTAL PROPOSED PRICE				

F		
LEGAL NAME OF PROPOSER		
CleanStreet) <i>,</i>	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	PROPOSAL	
TITLE OF AUTHORIZED PERSON		3000 3000 4000 4000 3000 3000
President /		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
March 8, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-Mail.
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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FOR

AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

ITEM	DESCRIPTION	UNIT	QUANTITY (6 MONTHS)	UNIT PRICE	PRICE (6 MONTHS)
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	5,382	\$ 25.00	\$ 134,550.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	13.5	\$ 35.00	\$472.50
	TOTAL PROPOSED PRICE				\$135,022.50

LEGAL NAME OF PROPOSER	***	
CleanStreet	1	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	As Call	
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
January 25, 2017	N/A	N/A
January 25, 2017 PROPOSER'S ADDRESS:	N/A	N/A
	N/A	N/A
PROPOSER'S ADDRESS: 1937 W. 169th Street	N/A	N/A
Proposer's Address:	N/A	N/A
PROPOSER'S ADDRESS: 1937 W. 169th Street	N/A FACSIMILE 310.538.8015	N/A E-MAIL jcostello@cleanstreet.com

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FOR

AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

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2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	13.5	\$ 35.00	\$ 472.50
TOTAL PROPOSED PRICE				\$ 135,022.50	

LEGAL NAME OF PROPOSER		
CleanStreet	/	
SIGNATURE OF PERSON AUTHORIZED TO SOUTH	PROPOSAL	
TITLE OF AUTHORIZED PERSON		,
President /		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
January 25, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-MAIL
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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FOR

AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

ITEM	DESCRIPTION	UNIT	QUANTITY (6 MONTHS)	UNIT PRICE	PRICE (6 MONTHS)
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	5,382	\$ 26.00	\$ 139,932.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	13.5	\$ 35.00	\$ 472.50
TOTAL PROPOSED PRICE				\$ 140,404.50	

LEGAL NAME OF PROPOSER		
CleanStreet	1	
SIGNATURE OF PERSON AUTHORIZED TO SUBWIT	ROPOSAL	
TITLE OF AUTHORIZED PERSON		
President V		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
January 25, 2017	N/A	N/A
PROPOSER'S ADDRESS:		L
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-Mail
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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FOR

AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

ITEM	DESCRIPTION	UNIT	QUANTITY (6 MONTHS)	UNIT PRICE	PRICE (6 MONTHS)
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TOTAL PROPOSED PRICE				\$ 140,404.50	

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LEGAL NAME OF PROPOSER		
CleanStreet_		
	14	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	PROPOSAL	
7		
TITLE OF AUTHORIZED PERSON		
President \ /		
· · · · · · · · · · · · · · · · · · ·		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
January 25, 2017	N/A	N/A
		1.07.1
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Cardona CA 00347		
Gardena, CA 90247		
PHONE	FACSIMILE	E-MAIL
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com
555.EE5 55 X166	0.0.000.00.0	possione e distantification

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AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

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2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	13.5	\$ 35.00	\$ 472.50	
	TOTAL PROPOSED PRICE					

LEGAL NAME OF PROPOSER		
CleanStreet	11	
SIGNATURE OF PERSON ANTHORIZED TO SUBMIT	PROJOSAL	
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
January 25, 2017	N/A	N/A
PROPOSER'S ADDRESS:		WWW.WW.
1937 W. 169th Street		
Gardena, CA 90247		
8		
PHONE	FACSIMILE	E-MAIL
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

ITEM	DESCRIPTION	UNIT	QUANTITY (6 MONTHS)	UNIT PRICE	PRICE (6 MONTHS)
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	\$ 140,404.50				

LEGAL NAME OF PROPOSER		
CleanStreet	$\Lambda = \Lambda \Lambda$	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	4 Web	
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
January 25, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-Mail.
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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	\$ 140,404.50				

LEGAL NAME OF PROPOSER		
CleanStreet 1	A /	
	///	
SIGNATURE OF PERSON AUTHORIZED TO SUPPLY	PROPOSAL	
TITLE OF AUTHORIZED PERSON		
President V		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
January 25, 2017	N/A	N/A
PROPOSER'S ADDRESS:	4	
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-MAIL
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com
		1.70

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FOR

AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

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	\$ 140,404.50				

LEGAL NAME OF PROPOSER		
CleanStreet	\mathcal{N}_{ℓ}	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	PAYPOSAL	
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
January 25, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Marine Co. American Department of the Control of th		
Gardena, CA 90247		
PHONE	FACSIMILE	E-Mail
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

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SUMMARY SHEET OF SCHEDULE OF PRICES

FOR

AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

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

NOTE: Bidder must provide pricing for ALL contract terms including the 5th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	STREET SWEEPING SERVICES AZUSA/COVINA/CLAREMONT (Initial Term)	\$267,347.26
2	STREET SWEEPING SERVICES AZUSA/COVINA/CLAREMONT (Option Year 1)	\$270,045.00
3	STREET SWEEPING SERVICES AZUSA/COVINA/CLAREMONT (Option Year 2)	\$280,809.00
4	STREET SWEEPING SERVICES AZUSA/COVINA/CLAREMONT (Option Year 3)	\$280,809.00
5	STREET SWEEPING SERVICES AZUSA/COVINA/CLAREMONT (Option Year 4)	\$280,809.00
	TOTAL PRICE FOR YEARS' 1 THROUGH 5	\$1,379,819.26
	AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 5 (TOTAL PRICE FOR YEARS 1 THROUGH 5 ÷ 5 YEARS)	\$275,963.86

LEGAL NAME OF PROPOSER		
CleanStreet	$\Lambda \hat{\Lambda}$	
SIGNATURE OF PIRSON AUTHORIZED TO SUBMIT	THE COAL	
TITLE OF AUTHORIZED PERSON		
President V		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
March 8, 2017	N/A	N/A
PROPOSER'S ADDRESS:		
1937 W. 169th Street		
Gardena, CA 90247		
PHONE	FACSIMILE	E-Mail
800.225.7316 x103	310.538.8015	jcostello@cleanstreet.com

FORM PW-9.1 (Supplemental)

County of Los Angeles Request for County's Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or or paference programs. Check all certifications that apply.* ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFÉRENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED. ☐ Request for Local Small Business Enterprise (LSBE) Program Preference Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and Certified as a LSBE by the DCBA. ☐ Request for Social Enterprise (SE) Program Preference ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and Certified as a SE business by the DCBA. Request for Disabled Veterans Business Enterprise (DVBE) Program Preference ☐ Certified by the State of California, or ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; or Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and ☐ Certified as a DVBE by the DCBA. *BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE. □ DCBA certification is attached. Name of Firm CleanStreet County Webven No. 503745-02 Print Name: Jere Costello Title: President Signature: Date: January 11, 2017 Reviewer's Signature Disapproved Date Approved

FORM PW-9.1 (Supplemental)

FIRM NA	ME: CleanStreet		CONSIG	eration	of the pr	oposai.					
My Cou	nty (WebVen) Vendo	r Number:	50374	45-02							
II. FIRM/ORG award, con disability.	ANIZATION INFORMAT tractor/vendor will be sele	ION: The info	ormation r regard to	equested race/ethni	below is for icity, color,	statistical purp	ooses or ational o	ily. On fin	al analysis a , sexual orie	and consideratentation, or	ion of
Business	Structure: Sole	Proprietorsh	ip 🔲 F	artnership		Corporation		Vonprofit	☐ Franc	hise	
	Other (Please Specify):							•	<u> </u>		
Total Nu	nber of Employees (inc	luding owner	s): 136								
Race/Eth	nic Composition of Firn	n. Please dis	stribute the	e above to	tal number	of individuals in	nto the f	ollowing c	ategories:	*	•
NAME OF THE PARTY	hnic Composition		Owne	ers/Partr	ners/		agers			Staff	
			Male	Fe	emale	Male	Fe	male	Male	Fem	ale
Black/A	rican American								5		•
Hispanio	:/Latino					2			103	12	2
Asian or	Pacific Islander							. 324			
America	n Indian										•
Filipino										100	
White	•		1			2		1	7	1	
III. PERCENTA	GE OF OWNERSHIP IN	FIRM: Plea	se indicat	e by perce	ntage (%) h	ow <u>ownership</u>	of the fir	m is distr	buted.		
	Black/African American	Hispanic/	Latino		or Pacific ander	American	Indian	Fi	ipino	White	
Men	. %		%		%		%		%	100	%
Women	%		%		%		%		%		%
currently ce	TION AS MINORITY, W rtified as a minority, wo d attach a copy of your pr	men, disadv	antaged	or disable	d veteran d	wned busines	N BUSI	NESS EN	ITERPRISE public age	S: If your firency, complete	rm is e the
	Agency Name			Minority	Women	Disadvan	taged	Disable	d Veteran	Expiration	Date
this propos judgment a	orther acknowledges that al are made, the propos and his/her judgment sha ION: I DECLARE UNDE	sal may be ro all be final. R PENALTY	ejected. '	The evalu	ation and o	letermination	in this	area shall	be at the D)irector's sol	е
	ON IS TRUE AND CORF	RECT.									
	ON IS TRUE AND CORF	RECT.			Title:	sident		***	Date:	y 11, 201	7

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		· ·
CleanStreet		
Company Address:		
1937 W. 169th Street		
City:	State:	Zip Code:
Gardena	California	90247
Telephone Number:	Email Address:	
800.225.7316 x103	jcostello@cleanstreet.com	
Solicitation/Contract for Azusa/C	convia/Claremont Street Sweeping	Services

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation 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
Jere Costello	President
Signature: A lutilly	Date: January 11, 2017

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification.

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

PROPOSER MUST CHECK A BOX IN EVERY SECTION

At the time of Statement of Qualifications submission, Proposer must meet the following minimum requirements:

1. The Bidder or its managing employee must have a minimum of three years of experience providing street sweeping services.

Yes. Bidder or its managing employee does meet the experience requirement stated above.

Bidder or Bidder's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Diala Aradawaan	09/1989	Supervising and managing street sweeping	10
Rick Anderson	01/2017	contracts.	16

^{*}List the page number in the bid containing the bidder's experience.

No. Bidder or its managing employee <u>does not</u> meet the experience requirement stated above.

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

Signature M Cuttle	Title President
Firm Name	Date
CleanStreet	January 11, 2017

RICK ANDERSON





RICK ANDERSON Director of Business Development / Supervisor

EMPLOYMENT HISTORY:

Current Responsibilities:

- Oversees daily operations.
- Contract management.
- Develops new business.
- Ensures safe operations and promotes proactive culture for safety.
- Monitors and reviews GPS tracking system reports.
- Oversee and supervise the daily maintenance and cleanliness of all vehicles.
- Conducts meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures.
- Responsible for ensuring compliance of all state and Federal laws and regulations.

Education:

- Bachelors of Science, University of Southern California (USC)
- Jurist Doctorate, Southwestern University School of Law

Professional Skills:

Bilingual: Spanish and English

Professional and Trade Organizations:

- L.A. and Orange County Chapter Maintenance Superintendents Association (MSA)
- North American Power Sweeping association (naPSa)



(800) 225-7316 x108 1937 W. 169th Street Gardena, CA 90247

FORM PW-20.1 (Supplemental)

STATEMENT OF EQUIPMENT FORM AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

BIDDER'S NAME:	CleanStreet		
ADDRESS:	1937 W. 169th Street, Gardena, CA 90247	•	
TELEPHONE:	800.225.7316 x103		

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

	MAKE OF	MODEL	YEAR	SERIAL NUMBER	CONDITION	OPERATIONAL/ NON-	LOCATION	DESIGNATION Check one	
EQUIPMENT	QUIFINENT EQUIPMENT 1 1101	OPERATIONAL	LOCATION	DEDICATED	PRIMARY BACKUP				
Street Sweeper	Tymco	600	2009	1FVACXDT59HAK0582	Good	Operational	Gardena	X	
Street Sweeper	Tymco	600	2009	1FVACXDT79HAK0583	Good	Operational	Gardena	X	
Street Sweeper	Tymco	600	2009	1FVACXDT69HAK0588	Good	Opertional	Gardena		Х
									, , , , , , , , , , , , , , , , , , ,
- APPENDING		<u> </u>	ļ						
22		ļ							
					10				
		<u> </u>							
				·					

Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate	
March 1, 2016	\$13.25	
January 1, 2017	\$14.25	
January 1, 2018	\$15.00	
January 1, 2019	\$15.79	

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

FORM LW-4.1 (SUPPLEMENTAL)

COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

the bhowing statements on behalf of his of her Fifth.	
The Agent is required to check each of the following two boxes:	
LIVING WAGE ORDINANCE:	
The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201. and understands that the Firm is subject to its terms.	100),
CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:	*
The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.	(Los
LABOR LAW/PAYROLL VIOLATIONS:	
A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hou working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unla employment discrimination.	rs or awful
History of Alleged Labor Law/Payroll Violations (Check One):	
The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Pa Violation which involves an incident occurring within three (3) years of the date of the proposal; OR	ıyroll
The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Viola which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the requ Labor/Payroll/Debarment History form with the pertinent information for each allegation.)	ation Jired
History of Determinations of Labor Law /Payroll Violations (Check One):	
There HAS BEEN NO determination by a public entity within three (3) years of the date of the proposal that the Firm committee Labor Law/Payroll Violation; OR	ed a
There HAS BEEN a determination by a public entity within three (3) years of the date of the proposal that the Firm committee Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertingular information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the propositional evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring undisclosed violations.)	nent lent, ser's
HISTORY OF DEBARMENT (Check one):	
The Firm HAS NOT been debarred by any public entity during the past ten (10) years; OR	
The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including e reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and dispositio each violation or finding) on the attached Labor/Payroll/Debarment History form.	ach n of
declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.	
Owner's/Agent's Authorized Signature Print Name and Title Jere Costello, President	
Print Name of Firm CleanStreet January 11, 2017	

PROPOSER'S EMPLOYEE BENEFITS

Proposer: CleanStreet	
Name of Proposer's Health Plan: Aetna HMO	_Date: January 11, 2017
Medical Insurance/Health Plan:	
Employer Pays \$370.39 Employee Pays \$37.00 Total Mo. Premium \$444.39	
Annual Deductible Employee \$0 Family \$0	
Coverage () Hospital Care (In Patient Out Patient) X-Ray and Laboratory Surgery Office Visits Pharmacy Maternity Mental Health/Chemical Dependency, In Patient Mental Health/Chemical Dependency, Out Patient	
Dental Insurance:	
Employer Pays \$0 Employee Pays \$8.18 Total Mo. Premium \$16.36	<u>.</u>
Life Insurance:	
Employer Pays \$100% Employee Pays \$0 Total Mo. Premium \$	_
Vacation:	*
Number of Days 5 and	
Any increase after 3 years of employment, number of days or hours 10	
Sick Leave:	
Number of Days 3 and	8
Any increase after <u>0</u> years of employment, number of days or hours <u>0</u>	
Holidays:	
Number of Days <u>5</u> per year	
Retirement:	
Employer Pays \$0 Employee Pays \$0 Total Premium \$0	

PROPOSER'S EMPLOYEE BENEFITS

Proposer: CleanStreet	
Name of Proposer's Health Plan: Kaiser Permanente	Date: <u>January</u> 11, 2017
Medical Insurance/Health Plan:	
Employer Pays \$361.84 Employee Pays \$60.00 Total Mo. Premium \$481.84	_
Annual Deductible Employee \$500 Family \$1,000	· · · · · · · · · · · · · · · · · · ·
Coverage (√) Hospital Care (In Patient Out Patient) X-Ray and Laboratory Surgery Office Visits Pharmacy Maternity Mental Health/Chemical Dependency, In Patient Mental Health/Chemical Dependency, Out Patient	
Dental Insurance:	, 4
Employer Pays \$0 Employee Pays \$8.15 Total Mo. Premium \$16.36	- ₋ ,
Life Insurance:	
Employer Pays \$100% Employee Pays \$0 Total Mo. Premium \$	· —
Vacation:	
Number of Days 5 and	
Any increase after 3 · years of employment, number of days or hours 10	
Sick Leave:	
Number of Days 3 and	
Any increase after 0 years of employment, number of days or hours 0	
Holidays:	
Number of Days 5 per year	e •
Retirement:	
Employer Pays \$0Employee Pays \$0Total Premium \$0	

BIDDER: CleanStreet

POSITION/TITLE *			HOUF	S PER I	DAY			HOURS	APPROXIMATE	HOURLY				
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	COST			
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$ 17,680.00			
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$ 17,680.00			
Supervisor		2	2	2	2	2		10	260	\$21.00	\$5,460.00			
			-								\$			
									320		\$			
		17		d s				30,1W212			\$			
											\$			
											\$			
			A 1 2 3 3 4 3 5 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5		100 000						\$			
											\$			
Comments/Notes:								10		Total Salaries	\$40,820.00			
		-			(1) Vaca	ations, S	Sick Leav	ve, Holiday			\$4,490.20			
					(2) Heal	th Insu	ance		2.0	W/ACE 07-24	\$0			
					(3) Payr	oll Tax	es & Wor	kers' Compensation			\$11,837.80			
			**		(4) Welf	are and	l Pensior	1			\$0			
	40,677		07000						Total Employee	Benefits (1+2+3+4)	\$16,328.00			
					(5) Equi	pment	Costs				\$22,953.83			
							Supply (\$28,354.73			
					(7) Gen	eral and	Adminis	strative Costs			\$16,202.70			
		odeje –			(8) Profi	it					\$9,014.37			
								Total Other Costs (5+6+7+8)						
			***							TOTAL PRIOR	\$ 400,070,00			
			M-1000 - 1000				W			TOTAL PRICE	\$ 133,673.63			

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

The above information was complied from records requirements of the Bid.	hat are available to me at this time and I o	declare under penalty of perjury that the information is true and accurate within the
Jere Costello	The contract	March 8, 2017
Name of Bidder	Signature	Date

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

BIDDER: CleanStreet

POSITION/TITLE *			HOUF	S PER	DAY			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	COST
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$ 17,680.00
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$ 17,680.00
Supervisor		2	2	2	2	2		10	260	\$21.00	\$5,460.00
											\$
			1000000		A CONTRACT OF						\$
								.500 001,070		, , , , , , , , , , , , , , , , , , , ,	\$
											\$
			X8-								\$
											\$
											\$
Comments/Notes:							2000	777.00		Total Salaries	\$ 40,820.00
	28332				(1) Vaca	ations, S	Sick Leav	e, Holiday	WENTER TO		\$4,490.20
					(2) Heal	th Insu	ance			220000000000000000000000000000000000000	\$ O
								kers' Compensation	4.0		\$11,837.80
		1.100			(4) Welf	are and	Pension	l sales		NUCL SANDORS A	\$0
						120100 200			Total Employee	Benefits (1+2+3+4)	\$ 16,328.00
		20.			(5) Equi	pment (Costs				\$22,953.83
	- 0.4-50				(6) Serv	ice and	Supply (Costs			\$ 28,354.73
					(7) Gen	eral and	l Adminis	strative Costs			\$ 16,202.70
					(8) Profi	it		SECTION OF SECURITY			\$9,014.37
						\$ 76,525.63					
							-A			TOTAL PRICE	\$ 133,673.63

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

The above information was complied from recorrequirements of the Bid.	ds that are available to tree at this time and I	declare under penalty of perjury that the information is true and accurate within the
Jere Costello	In court	March 8, 2017
Name of Bidder	Signature	Date

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

BIDDER: CleanStreet

POSITION/TITLE *			HOUF	S PER	YAC			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	COST
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$ 17,680.00
Street Sweeper Operator .		8	8	8	8	8		40	1,040	\$17.00	\$ 17,680.00
Supervisor		2	2	2	_2	2		10	260	\$21.00	\$ 5,460.00
							L				\$
						5.759°0-1650083		10			\$
								WAR			\$
											\$
· manufacture											\$
								N.		300.5000	\$
											\$
Comments/Notes:								- Emilia		Total Salaries	\$ 40,820.00
								e, Holiday			\$ 4,490.20
					(2) Heal						\$ 0
								kers' Compensation		10 mg/m/s	\$ 11,837.80
			-		(4) Welf	are and	Pension			- 10-3/4 10-351	\$ 0
			111100						Total Employer	e Benefits (1+2+3+4)	\$ 16,328.00
		_			(5) Equi						\$ 22,953.83
							Supply C				\$ 28,354.73
					(7) Gen	eral and	Adminis	trative Costs			\$ 16,202.70
					(8) Profi	t					\$ 10,363.24
		-					100 St. 100 WHO		Total Ot	her Costs (5+6+7+8)	\$ 77.874.50
			(W 30 5 5							TOTAL PRICE	\$ 135,022.50

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

The above information was complied from reco	ords that are available	to me at this time and I	declare under penalty of pe	rjury that the information is true and accurate within	the
requirements of the Bid.		Mala THI		yang mananan io trac and document within	uic
Jere Costello	X/	104406	January 11, 2017		
Name of Bidder	Signature	V	Date	· ·	

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.2 OPTION YEAR 1, 2 OF 2 (1/1/19 - 6/30/19)

BIDDER: CleanStreet

POSITION/TITLE *			HOUF	S PER I	DAY			HOURS	APPROXIMATE	HOURLY	
LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	COST
Street Sweeper Operator	4	8	8	8	8	8		40	1,040	\$17.00	\$ 17,680.00
Street Sweeper Operator	•	8	8	8	8	8		40	1,040	\$17.00	\$ 17,680.00
Supervisor		2	2	2	2	2		10	260	\$21.00	\$ 5,460.00
	1.0										\$
											\$
-											\$
											\$
											\$
		Tal.							7:		\$
					1.33_0.000				orania de la composición del composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición del composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la com		\$
comments/Notes:				al united						Total Salaries	\$ 40,820.00
					(1) Vac	ations, S	Sick Leav	e, Holiday			\$ 4,490.20
			- XX		. /	lth Insu	37.00(0) -0.007				\$ O
								kers' Compensation			\$ 11,837.80
The state of the s					(4) Wel	fare and	Pension	1			\$ 0
									Total Employe	e Benefits (1+2+3+4)	\$ 16,328.00
					(5) Equ						\$ 22,953.83
							Supply (\$ 28,354.73
					(7) Gen	eral and	Adminis	strative Costs			\$ 16,202.70
					(8) Prof	it			A4444		\$ 10,363.24
The state of the s									Total Ot	her Costs (5+6+7+8)	\$ 77,874.50
										TOTAL PRICE	\$ 135,022.50
										TOTALTRIOL	* 135,022.50

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

The above information was complied from reco	ords that are available	to me at this time and	I declare under penalty of periury that the	information is true and accurate within the
requirements of the Bid.		ma/1-01/	period period period y max mo	mornation is true and accurate within the
Jere Costello	V	Macha	January 11 2017	
Name of Bidder	Signature		Date	

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.3 OPTION YEAR 2, 1 OF 2 (7/1/19 - 12/31/19)

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

BIDDER: CleanStreet

POSITION/TITLE *			HOUR	RS PER	DAY			HOURS	APPROXIMATE	HOURLY	
LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	COST
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$17,680.00
Street Sweeper Operator		8	8 .	8	8	8		40	1,040	\$17.00	\$17,680.00
Supervisor		2	2	2	2	2	13100A) OMU	10	260	\$21.00	\$ 5,460.00
Name and the second second second second second second second second second second second second second second											\$
											\$
											\$
											\$
											\$
											\$
								- 16:11			\$
Comments/Notes:			100 VISSONALE							Total Salaries	\$ 40,820.00
				3.5	(1) Vaca	ations, S	Sick Leav	e, Holiday	***************************************	- Control of the Cont	\$ 4,490.20
					(2) Heal	The second					\$0
								kers' Compensation			\$ 11,837.80
					(4) Well	are and	Pension				\$0
300000000000000000000000000000000000000	*								Total Employe	e Benefits (1+2+3+4)	\$ 16,328.00
		-			(5) Equi						\$ 22,953.83
							Supply C				\$ 28,354.73
					(7) Gen	eral and	Adminis	trative Costs			\$ 16,202.70
					(8) Prof	it					\$ 15,745.24
		7.77	V 311/08/10-100	er ann ed en c'hrestener - en a					Total Ot	her Costs (5+6+7+8)	\$ 83,256.50
			A							TOTAL PRICE	\$ 140,404.50

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

** Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

The above information was complied from re	cords that are available	to me at this time and	declare under penalty of periury that t	he information is true and accurate within the
requirements of the Bid.		h / l		and account to the analysis and the analysis and the
Jere Costello	4	- Julia	January 11, 2017	
Name of Bidder	Signature		Date	•

BIDDER: C	leanStreet	
	100110ti oot	

POSITION/TITLE *			HOUR	S PER I	YAC			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	cost
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$17,680.00
Street Sweeper Operator		8	8	8	8	.8		40	1,040	\$17.00	\$17,680.00
Supervisor		2	2	2	2	2		10	260	\$21.00	\$5,460.00
					45					:	\$
										, , , , , , , , , , , , , , , , , , , ,	\$
											\$
											\$
											\$
							F				\$
											\$
Comments/Notes:			276777							Total Salaries	\$40,820.00
					(1) Vaca	ations, S	Sick Leav	re, Holiday		*	\$4,490.20
					(2) Hea	lth Insu	ance				\$0
								kers' Compensation			\$11,837.80
					(4) Well	fare and	l Pensior	1			\$0
		248	(A)						Total Employe	e Benefits (1+2+3+4)	\$16,328.00
-					(5) Equi	pment	Costs				\$22,953.83
				74			Supply (\$28,354.73
		-			(7) Gen	eral and	d Adminis	strative Costs			\$16,202.70
		were Mee			(8) Prof	it	- addition				s 15,745.24
			-						Total Ot	her Costs (5+6+7+8)	\$83,256.50
**************************************			- 500							TOTAL DDICE	\$140,404.50

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

The above information was complied	from records that are available to me at this	ine and I declare under penalty of perjury	hat the information is true and accurate within the
requirements of the Bid.	(lha/ -	//	
Jere Costello	X / Us. Gl	J anuary 11, 2017	
Name of Bidder	Signature	Date	

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.4 OPTION YEAR 3, 1 OF 2 (7/1/20 - 12/31/20)

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES (2016-PA034)

BIDDER: CleanStreet

POSITION/TITLE *			HOUF	S PER I	YAC		1,000	HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	cost
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$17,680.00
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$17,680.00
Supervisor		2	2	2	2	2		10	260	\$21.00	\$5,460.00
							1 27				\$
											\$
											\$
											\$
											\$
											\$
		100									\$
Comments/Notes:								THE SAME OF THE SA		Total Salaries	\$ 40,820.00
					(1) Vaca	ations, S	Sick Leav	e, Holiday	1000000		\$4,490.20
					(2) Heal						\$0
								kers' Compensation			\$ 11,837.80
				To the NA	(4) Welf	are and	Pension				\$ O
			× 11 - 10				100		Total Employe	e Benefits (1+2+3+4)	\$ 16,328.00
					(5) Equi						\$ 22,953.83
							Supply C	The same of the sa			\$ 28,354.73
					(7) Gen	eral and	Adminis	trative Costs	A THE COLUMN TWO IS NOT THE COLUMN TWO IS NO		\$ 16,202.70
					(8) Profi	t					\$ 15,745.24
			Acces 11.						Total Ot	ther Costs (5+6+7+8)	\$ 83,256.50
			W							TOTAL PRICE	\$ 140,404.50

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

The above information was complied from	n records that are available to me at	his time and I declare under penalty of perju	ry that the information is true and accurate within th
requirements of the Bid. Jere Costello	Joh Cui	January 11, 2017	
Name of Bidder	Signature	Date :	

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.4 OPTION YEAR 3, 2 OF 2 (1/1/21 - 6/30/21)

BIDDER:	CleanStreet	
DIDDEK!	Cleanonee	

POSITION/TITLE *			HOUF	S PER	YAC			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	COST
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$17,680.00
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$17,680.00
Supervisor		2	2	2	2	2		10	260	\$21.00	\$5,460.00
											\$
											\$
											\$
											\$
were the second											\$
									•		\$
											\$
Comments/Notes:						nsiews.				Total Salaries	\$40,820.00
					(1) Vaca	ations, S	Sick Leav	e, Holiday			\$4,490.20
					(2) Heal					2 0000000000000000000000000000000000000	\$0
								kers' Compensation			\$11,837.80
				AWW	(4) Welf	are and	Pension				\$O
									Total Employer	e Benefits (1+2+3+4)	\$16,328.00
			***************************************	W- W	(5) Equi					300 00 000	\$22,953.83
							Supply C				\$28,354.73
					(7) Gen	eral and	Adminis	trative Costs			\$16,202.70
	2				(8) Profi	t					\$15,745.24
									Total Ot	her Costs (5+6+7+8)	\$83,256.50
			<i></i>	****		William Control				TOTAL PRICE	\$140,404.50

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

The above information was complied from r	ecords that are available to m	at this time and	I declare under penalty of perjury	that the information is true and accurate within	the
requirements of the Bid. Jere Costello	XIM C	4 hills	January 11, 2017		
Name of Bidder	Signature		Date		

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

BIDDER: CleanStreet

POSITION/TITLE *			HOUF	S PER I	PAY			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	COST
Street Sweeper Operator		8	8	_8	8	8		40	1,040	\$17.00	\$ 17,680.00
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$ 17,680.00
Supervisor		2	2	2	2	2		10	260	\$21.00	\$5,460.00
											\$
											\$
											\$
											\$
									8.10.10-10-1		\$
						E-100					\$
											\$
Comments/Notes:						>527051EFWH	1440 To 500			Total Salaries	\$ 40,820.00
			emisor is the		(1) Vaca	ations, S	Sick Leav	e, Holiday			\$ 4,490.20
		10000	oten un ou	Sinance	(2) Heal		STATE STATE				\$0
								kers' Compensation			\$ 11,837.80
					(4) Well	are and	l Pension				\$0
									Total Employe	e Benefits (1+2+3+4)	\$ 16,328.00
					(5) Equi						\$ 22,953.83
							Supply C				\$ 28,354.73
					(7) Gen	eral and	Adminis	trative Costs			\$ 16,202.70
					(8) Prof	t					\$ 15,745.24
		t swis.	***						Total Ot	her Costs (5+6+7+8)	\$ 83.256.50
										TOTAL PRICE	\$ 140,404.50

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

Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

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

The above information was complied from r	ecords that are available to	ne at this time and	I declare under penalty of periury that the in	formation is true and accurate within th
requirements of the Bid.	(A Yh)	17	, and the same of	normation to true and accurate within th
Jere Costello	1	ywas	January 11, 2017	
Name of Bidder	Signature		Date	

Date

BIDDER: CleanStreet

POSITION/TITLE *			HOUR	S PER	YAC			HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (26 x Hrs per wk)	WAGE RATE**	COST
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$ 17,680.00
Street Sweeper Operator		8	8	8	8	8		40	1,040	\$17.00	\$ 17,680.00
Supervisor		2	2	2	2	2		10	260	\$21.00	\$ 5,460.00
										1	\$
											\$
											\$
TO ALL DE LA CONTRACTOR DE LA CONTRACTOR DE LA CONTRACTOR DE LA CONTRACTOR DE LA CONTRACTOR DE LA CONTRACTOR DE											\$
											\$
					C.						\$
			-8%								\$
Comments/Notes:					-					Total Salaries	\$ 40,820.00
					(1) Vac	ations, S	Sick Leav	e, Holiday			\$ 4,490.20
					(2) Hea	lth Insu	ance			and the state of t	\$ 0
								kers' Compensation			\$ 11,837.80
				j.	(4) Wel	fare and	l Pensior	1			\$ 0
									Total Employe	e Benefits (1+2+3+4)	\$ 16,328.00
					(5) Equi	•					\$ 22,953.83
							Supply (\$ 28,354.73
	** * **********************************				(7) Gen	eral and	d Adminis	strative Costs			\$ 16,202.70
	2002 Vo 10 10 20 20 11 11 11 11		222	19	(8) Prof	it					\$ 15,745.24
					egen				Total Ot	her Costs (5+6+7+8)	\$ 83.256.50
20020		Julie				7. 10.540				TOTAL PRICE	\$ 140,404.50

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

The above information was complied from records	that are wallable to me at this time and	I declare under penalty of perjury that the information is true and accurate within the
requirements of the Bid.	Ma /	2 h h
Jere Costello	(Acar Uh	January 11, 2017
Name of Bidder	Signature	Date

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

ENCLOSURE B

Bid Detail Information

Bid Number: PW-ASD944

Bid Title: RFSQ for Street Sweeping Services

Bid Type: Service

Department: Public Works

Commodity: STREET SWEEPING SERVICES

Open Date: 3/19/2015 Closing Date: Continuous Bid Amount: \$ 0

Bid Download: Not Available

Bid Description: PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications (SOQ) for the contract

Street Sweeping Services (2015-SQPA004). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when Public Works anticipates the need for street sweeping services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at

http://dpw.lacounty.gov/asd/contracts or may be requested from Ms. Angela Cho at (626) 458 4169 or

acho@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://dpw.lacounty.gov/asd/contracts.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

 Proposer or its managing employee must have a minimum of three years of experience performing street sweeping services.

Once the need to utilize the contractor's services is identified, Public Works will send out a Bid Request to all qualified contractors with a specific work description, price sheets, and additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to the established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

A Proposers' Conference will be held on Tuesday, March 31, 2015, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

Please note that the Qualified Contractors List as determined in this solicitation may be utilized by other County departments and/or special districts of the County for their solicitation needs.

This RFSQ process may take several weeks to process before a Qualified Contractors List is made. Therefore, it is imperative that Proposers return all SOQ material no later than April 14, 2015, at 5:30 p.m.

Proposer's who miss this deadline may not submit proposals until

November 2, 2015. SOQ received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works time stamp.

Works based on the time indicated by the Public Works time stamp.

Contact Name: Angela Cho Contact Phone#: (626) 458-4169

Contact Email: acho@dpw.lacounty.gov Last Changed On: 3/19/2015 6:57:56 AM

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS CONTRACTOR'S UTILIZATION PARTICIPATION FOR SOUTH WHITTIER STREET SWEEPING SERVICES

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
none						
Medium-Sized Business Category Contractor Name						
none						
Large-Sized Business Category Contractor Name						
CleanStreet, Inc.	n/a	n/a	n/a	n/a	n/a	n/a

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
none						
Medium-Sized Business Category Contractor Name						
R.F. Dickson Co., Inc.	n/a	n/a	n/a	n/a	n/a	n/a
Large-Sized Business Category Contractor Name						
Arakelian Enterprises, Inc. d.b.a. Athens Services	n/a	n/a	n/a	n/a	n/a	n/a

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS CONTRACTOR'S UTILIZATION PARTICIPATION FOR AZUSA/COVINA/CLAREMONT STREET SWEEPING SERVICES

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
none						
Medium-Sized Business Category Contractor Name						
none						
Large-Sized Business Category Contractor Name						
CleanStreet, Inc.	n/a	n/a	n/a	n/a	n/a	n/a

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
none						
Medium-Sized Business Category Contractor Name						
R.F. Dickson Co., Inc.	n/a	n/a	n/a	n/a	n/a	n/a
Large-Sized Business Category Contractor Name						
Arakelian Enterprises, Inc. d.b.a. Athens Services	n/a	n/a	n/a	n/a	n/a	n/a