COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

JAMES A. NOYES, Director

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

IN REPLY PLEASE
REFER TO FILE: AS-0

May 22, 2003

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

Dear Supervisors:

STREET SWEEPING IN SOUTH AND WEST WHITTIER
SUPERVISORIAL DISTRICTS 1 AND 4
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this type of service is exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Find that street sweeping in the South and West Whittier area can be more economically performed by an independent contractor than by County employees.

3. Award the contract for "Street Sweeping in South and West Whittier" to Nationwide Environmental Services, a Division of Joe's Sweeping, Inc., located in Norwalk, California, commencing on July 1, 2003, for a period of three years.

4. Instruct the Chair to sign this contract.

5. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

6. Authorize Public Works to encumber an annual amount of $349,873 (three-year price $1,049,619) plus 15 percent for additional, unforeseen sweeping services within the scope of this contract. This amount

represents the annual price for this service proposed by the contractor. Funds for the first year of the contract are included in the proposed 2003-04 Road Fund budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to obtain economical street sweeping services in South and West Whittier from a responsive, responsible contractor, Nationwide Environmental Services, a Division of Joe's Sweeping, Inc. Public Works has been contracting for street sweeping in this area since 1994. The contractor will service approximately 377 curb miles and 19 paved alley miles of County maintained streets, highways, and alleys each week in the South and West Whittier area.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Fiscal Responsibility, Organizational Effectiveness, and Children and Families' Well Being. This contract will improve internal operations through the utilization of the contractor's expertise to effectively provide this service in a timely, responsive, and cost-effective manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

This contract's annual amount is $349,873 (three-year price $1,049,619) plus 15 percent for additional, unforeseen sweeping services within the scope of this contract. The additional funds may be used for emergency sweeping and/or additional sweeping services identified by the County during the contract term and will not be expended without the authorization of the Director of Public Works.

Public Works has calculated the cost-effectiveness of contracting for this sweeping service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees. The Auditor-Controller has reviewed and approved these calculations.

This contract will commence on July 1, 2003, for a period of three years. This contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

Funds for the first year of the contract are included in the proposed 2003-04 Road Fund budget. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This service is being contracted in accordance with County Charter Section 44.7, Part 3, and Chapter 2.121 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.

This contract is in compliance with the mandatory living wage requirements as set forth in the Los Angeles County Code Chapter 2.201, Living Wage Program. Public Works has determined that the contractor complies with the requirements of the Living Wage Program and agrees to pay its full-time employees providing these services to the County a living wage.

This contract has been properly executed by the contractor and County Counsel has approved it as to form.

ENVIRONMENTAL DOCUMENTATION

With respect to requirements of the CEQA, this service is categorically exempt as specified in Appendix G, Class 1, Item (x)(22) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On December 17, 2002, Public Works solicited proposals from 75 independent contractors and community business organizations to accomplish this work. Also a notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On January 15, 2003, four proposals were received. These proposals were first reviewed to ensure that they met the mandatory minimum requirements as outlined in the Request for Proposals (RFP). Three proposals met the mandatory requirements, which were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP, including the proposed price, references, financial capability, staffing plan, and equipment. Based on this evaluation, it is recommended that this work be awarded to Nationwide Environmental Services, a Division of Joe's Sweeping, Inc., located in Norwalk, California, who received the highest rating.

Enclosure B reflects the minority participation of each proposer. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding notification to current and new employees about the Federal-earned income tax credit, use of recycled-content paper products, contractor responsibility and debarment, the Contractor Employee Jury Service Program, nonpayment for services received after contract expiration or termination, and Safely Surrendered Baby Law.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

The required Comprehensive General and Automobile Liability insurance certifications naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work commences.

As requested by your Board, the contractor has submitted a safety record that in our opinion reflects that activities conducted by this contractor in the past have been according to reasonable standards of safety.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of labor law violations, and experience with County contracts.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services which will exceed the contract's approved amount, scope of work, and/or term.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as Public Works is presently contracting for this service with the private sector.

CONCLUSION

Please have the original and one copy of this contract signed by the Chair. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

AF
P:\ASPUB\CONTRACT\TONY\SWEEP WHITTIER\BL-2003-1.dot

Enc. 5

cc: Chief Administrative Office
County Counsel
Auditor-Controller (Dewitt Roberts w/o enc.)
Office of Affirmative Action Compliance (Robert Valdez)

Award Information has not been added at this time.

Enclosure A

Bid Information

Bid Number : PW ASD-172
Bid Title : STREET SWEEPING SOUTH AND WEST WHITTIER; VALINDA/HACIENDA HEIGHTS
Bid Type : Service
Department : Public Works
Commodity : STREET SWEEPING SERVICES
Open Date : 12/17/2002
Closing Date : 1/1/2003 5:30 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : NOTICE INVITING PROPOSALS FOR STREET SWEEPING SOUTH AND WEST WHITTIER;VALINDA/HACIENDA HEIGHTS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 5:30 p.m., Wednesday, January 15, 2003, for AStreet Sweeping South and West Whittier.@ The annual cost of this service is estimated to be $309,000. The annual cost for the Valinda/Hacienda Heights will be estimated at $224,000.

A Proposers' Conference will be held Monday, December 30, 2002, at 9 a.m., in Conference Room A at our Headquarters, 900 South Fremont Avenue, Alhambra, California 91803. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from proposers not attending this conference will be rejected as nonresponsive. This facility is compliant with the Americans with Disabilities Act (ADA) requirements.

Upon request, we can provide contract information in alternate formats or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge, Monday through Thursday, 7 a.m. to 5:30 p.m., from Public Works= Lobby Cashier at 900 South Fremont Avenue, Alhambra, California 91803, or by calling Ms. Marcia Lucero at (626) 458-4044 (se habla Espan˜ol) to have it mailed.

Contact Name : Marcia Lucero
Contact Phone# : (626) 458-4044
Contact Email : mlucero@ladpw.org
Last Changed On : 12/19/2002 9:53:51 AM

Back to Last Window

Back to Award Main

Enclosure B.1

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

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	
☒ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
☐ I AM	
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 50587701	

II FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

Total Number of Employees (including owners): 75

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					4	
Hispanic/Latino					58	
Asian or Pacific Islander						
American Indian					1	
Filipino						
White						4
~~OTHER~~	1	1	3	2		1

III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White	OTHER
Men	%	%	%	%	%	%	40%
Women	%	%	%	%	%	%	60%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
N/A					

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

Authorized Signature:	Title:	Date:
Nelson Sommerville	President	01-14-03

Enclosure B.2

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

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

1. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: R.F.DICKSON CO. ,INC.

☐	I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
☒	I AM	
☒	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

My County (WebVen) Vendor Number: **10302901**

II **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership x Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

Total Number of Employees (including owners): **38**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino					15	1
Asian or Pacific Islander						
American Indian						
Filipino						
White					19	2

III **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
Scott B Dickson	VICE- PRESIDENT	JANUARY 15,2003

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

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: California Street Maintenance, Inc.	
☐ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

Total Number of Employees (including owners): 96

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	
Hispanic/Latino			1		81	3
Asian or Pacific Islander			1			
American Indian						
Filipino						
White	1		5	1		1

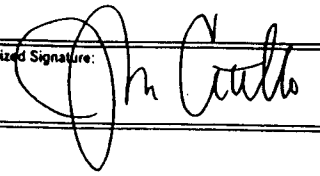
III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
	President	1-10-03

AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2003, 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 NATIONWIDE ENVIRONMENTAL SERVICES, A DIVISION OF JOE'S SWEEPING, INC. , a corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH

FIRST: That 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 the 15 day of January 2003, hereby agrees to provide "Street Sweeping South and West Whittier" services as described in the attached Specifications.

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed $349,873 or such greater amount as the Board may approve.

FOURTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

SIXTH: 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.

SEVENTH: The 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 Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I "Safely Surrendered Baby Law" of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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EIGHTH: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage it subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

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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 Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

NATIONWIDE ENVIRONMENTAL SERVICES, A DIVISION OF JOE'S SWEEPING, INC.

By _____
Its President

By _____
Its Secretary

P:\ASPUB\CONTRACT\TONY\SWEEP WHITTIER\AGREEMENT-2.wpd

STREET SWEEPING SOUTH AND WEST WHITTIER

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**EXHIBIT H - NOTICE TO EMPLOYEES-LIVING WAGE ORDINANCE
EXHIBIT I - SAFELY SURRENDERED BABY LAW

* The appropriate Affidavit shall be submitted with Proposal.
** Section, Attachments, and Exhibits to be submitted with Proposal.

PART I

SPECIFICATIONS AND CONDITIONS

FOR

STREET SWEEPING SOUTH AND WEST WHITTIER

SECTION I

WORK REQUIRED/PROPOSAL SUBMISSION

A. Work Required

Proposers are requested to provide a Proposal for services in the form described in the following Sections, Exhibits, and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

The work to be performed under this Contract consists of the weekly sweeping and/or cleaning of public streets (including curbed medians) and paved alleys and other incidental and appurtenant work necessary for the proper completion of the Project. The work shall be performed in accordance with these Specifications and Plans. The Contractor shall perform all work necessary to complete this Contract in a satisfactory manner and shall furnish all necessary equipment, tools, labor, materials, and incidentals.

A Bid Bond and bonds for Labor and Material and Faithful Performance are not required for this Project.

A Contractor's License will not be required for this Project.

Prevailing wages will not be required to be paid on this Project; however, Proposers are advised that the Board has enacted the Living Wage Program (Exhibit B) for contracts awarded under the authority of County Code Chapter 2.121.250 through 420 (Proposition A). In doing so, the Board made a finding that the Living Wage Program was not only to provide living wage and health benefits to employees working on these County contracts, but it is also intended to relieve the burden on the County for providing social and health services to persons who receive less than a living wage. Any contract resulting from this solicitation will be awarded under the Proposition A authority. The Living Wage Program requires contractors and their subcontractors to pay their full-time employees providing these requested services a living wage. The County has established the living wage as $9.46 per hour

without health benefits and $8.32 per hour with health benefits.

For contractors/subcontractors to qualify for the lower wage rate, the contractor/subcontractor shall pay at least $1.14 per hour toward the provision of a bona fide health care, vision, and/or dental benefit plan for each employee and any dependents during the term of this Contract. Contractors/ Subcontractors will not be allowed to pay less than $1.14 per hour toward an employee health benefit and pay the difference to the employee. Each Proposer shall complete the Contractor Living Wage Declaration (Exhibit D). Proposers who fail to comply with the requirements of the Living Wage Program will be considered nonresponsive.

B. Proposal Submission

Proposals shall be submitted using the following sequence, content, and according to the format stated below. Failure to provide the required information or comply with these guidelines may be a basis for rejection of the Proposal. The Proposal package must include the following:

1. Title page which indicates the Proposer's name, project title, and date of submission.

2. Comprehensive Table of Contents for material included in the Proposal.

3. A comprehensive description of the Proposer's Background, Organization, Experience, and Staff in sufficient detail and scope to provide for a meaningful evaluation, comparison, and assessment (See Part I, Section 3.F, Evaluation Criteria).

4. Work Plan of Action/Approach which describes the procedures, techniques, and methods that will be employed in meeting the objectives outlined in Part I, Section 2, Scope of Work. The Work Plan is to include the Proposer's proposed full-time employees staffing plan. Proposer will be required to assign and use full-time employees of the Proposer to provide these services, unless Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If the Proposer desires to assign and use non-full-time employees to provide services, the Proposer shall submit to the County, at least seven days before the deadline to submit proposals, a written request detailing the Proposer's request and providing

request detailing the Proposer's request and providing all necessary documentation to substantiate the request.

Based on the County's review of the Proposer's request and submitted documentation, the County shall determine, at its sole discretion, whether the Proposer may use non-full-time employees. The County's decision will be final. Proposer's request for the utilization of non-full-time employees is to be delivered or faxed to:

Department of Public Works
Administrative Service Division - 9th Floor
900 South Fremont Avenue
Alhambra, CA 91803
Fax (626) 458-4194
Attention Anthony Ford

In evaluating proposals, the County will review the Proposer's history of labor law/payroll violations (including, but not limited to violations or pending claims pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination) as well as debarment from contracting by any public entities. To facilitate this process, Proposers must submit with their Proposal a complete Acknowledgment and Statement of Compliance form (Exhibit E), and disclose on that form: (1) any determination by a public entity within three years of the submission date of the Proposal that the Proposer committed a labor law/payroll violation, (2) any pending claim that involves an incident of labor law/payroll violation occurring within three years of the Proposal's submission date, and (3) debarment by a public entity within the last 10 years.

Disclose full details of any such determinations, claims and debarments on the "Acknowledgment and Statement of Compliance - Labor/Payroll/Debarment History," form (Exhibit F).

Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violation, with substantially increased deductions for a Proposer's failure to disclose reportable violations (See Exhibit G "Guidelines for Assessment of Proposer Labor Law/Payroll Violations"). Pending claims (i.e., claims that do not have a final disposition) will not result in point

5. If subcontractors are to be employed, Proposal shall include a specific description of the qualifications of each subcontractor, their tasks, experience, safety records, financial references, staff, and contact person. All subcontractors to be employed by the Proposer to perform any of the work under this Proposal shall be subject to the same requirements set forth in this Request for Proposals.

   The County seeks diverse, broad-based participation in its contracting. The Proposer shall submit the Firm/ Organization Information Form and Firm/Organization Compliance Form (both attached) for each subcontractor contemplated.

6. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program," Los Angeles County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in Part II, Section 3.U, Jury Service Program. The Jury Service Program applies to both contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.

   a. The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "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 the County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project.

b. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have: 1) ten or fewer employees; and, 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract is less than $500,000; and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation."

The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

c. If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Certification Form and Application for Exception (See Attachments) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

d. Local Small Business Enterprise Preference Program

In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the

In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. Proposers who wish to be considered for this preference should do so using the attachment entitled Request for Local SBE Preference Program Consideration and CBE Firm/ Organization Information Form. A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise 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 Small Business Certification and Resources Web site at http://www.pd.dgs.ca.gov/smbus/default.

7. Proposer's plan for meeting South Coast Air Quality Management District's Rule 1186 and 1186.1 regarding certified street sweepers.

8. Complete, sign, and submit Part I, Section 6, Schedule of Prices form(s) provided.

9. Submit the Proposer's Cost Methodology (attached) showing how the Proposer arrived at the proposed "Annual Price." This methodology is to reflect labor costs by employee classifications to be used, i.e., street sweeper operator, supervisor, etc., hours to be worked weekly by each employee; hourly wages to be paid to each employee; estimated monthly payroll taxes; and estimated monthly

allowances for vacation, sick, holiday, health insurance, welfare, and pension.

Proposer's costs for insurance, supplies, equipment, overhead, profit, and any other miscellaneous costs must be shown as requested. These costs plus the gross labor costs should total to the Proposer's Total Proposed Price for three years as quoted in the Schedule of Prices, Part I, Section 6.

10. Include the Bidder's Proposal, Contractor's Industrial Safety Record, Conflict of Interest, and Equal Employment Opportunity (EEO) Certifications, List of Subcontractors, Firm/Organization Information Form for the Proposer and each subcontractor, Firm/Organization Compliance Form, GAIN Employment Commitment Form, the appropriate Business Affidavit, and Proposer's Social Security Number, Driver's License Number, or Internal Revenue Service Taxpayer's I.D. Number.

11. The reference list shall include contracts with all public entities in the State, including the County of Los Angeles and Public Works for which the Proposer has provided service within the last three years. The information shall include a contact person and phone number for each listed entity.

12. Provide copies of your company's financial statements for the last three full fiscal years. Statements should include the company's assets, liabilities and net worth. At a minimum, statements must include a balance sheet (statement of financial position), income statement (statement of operations), and retained earnings statement. If audited statements are available, these should be submitted. Income tax returns and personal financial records are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part II, Section 2.0, Disclosure of Contents of Proposals.

13. Proposer's description of benefit package type(s) provided to its employees (i.e., number of annually paid vacation, sick days, etc.) per attached "Requested Information on the Proposer's Medical Plan Coverage."

14. Submitted with the completed GAIN Employment Commitment Form (attached) that demonstrates or attests to the Proposer's ability to meet the following requirement:

meet the minimum qualifications for that opening.

Additionally, Proposer shall attest to a willingness to provide employed GAIN participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

15. Submit along with the Proposal, certification in accordance with the provisions of Section 2.200.060 of the County Code that: 1) the Principal Owner Information Form (attached) has been appropriately completed and provided to the Child Support Services Department with respect to the Proposer's Principal Owners; 2) the Proposer has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 3) the Proposer has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and continues to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (attached). Failure by the Proposer to provide the Principal Owner Information Form to the Child Support Services Department will be grounds for a finding by the County that the Proposal is nonresponsive.

16. Submitted with proof and/or a positive statement that the required insurance coverage can be provided.

17. Should the Proposer believe their business entity does not meet the living wage definition for "Employer" as stated in Exhibit B, Living Wage Program, Section 2.201.020, Definitions, and/or meets any of the living wage exceptions as outlined in Exhibit B, Living Wage Program, Section 2.201.090, Exceptions, Proposer may request an exemption by completing and submitting (FAX [626]458-4194) Exhibit C, Living Wage Ordinance - Application for Exemption at least seven days before the deadline to submit proposals and include with its submission all necessary documentation to support the claim. Such documentation shall include the Proposer's last two-years' tax returns and last State payroll tax return. Upon reviewing the Proposer's application, the County will determine, at its sole discretion, whether the Proposer falls within the definition of "Employer" or meets any of the exceptions to the Living Wage Program. The County's decision will be final.

Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the

County will determine, at its sole discretion, whether the Proposer falls within the definition of "Employer" or meets any of the exceptions to the Living Wage Program. The County's decision will be final.

Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the agreement is bona fide and that the agreement expressly provides that it supersedes all of the provisions of the Living Wage Program. The Proposer is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement.

All exemption requests are to be delivered or faxed to:

Department of Public Works
Administrative Services Division - 9th Floor
900 South Fremont Avenue
Alhambra, CA 91803
Fax (626) 458-4194
Attention Anthony Ford

18. Additional data not specifically requested for evaluation, which the Proposer feels are essential, must be labeled "Additional Information," at the end of the Proposal.

    It is to the Proposer's advantage to submit additional documents to support information provided by the Proposer. If there is no additional data the Proposer wishes to present, this section will consist of the statement, "There is no additional data we wish to present."

19. Proposals must be submitted with two complete copies (original and one copy) of the Proposal and any related information. Proposals received after the closing date and time will be rejected by Public Works as nonresponsive.

20. Proposals must be submitted to the County of Los Angeles Department of Public Works' Lobby Cashier, 900 South Fremont Avenue, Alhambra, California, in a package which clearly identifies this Proposal and Proposer. All Proposals will be officially received by Public Works only when accepted and time stamped by the Lobby Cashier. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the

Lobby Cashier. Proposals not delivered to the Lobby Cashier may be delayed in being officially time stamped by the Lobby Cashier and may miss the Proposal submission deadline. All Proposals received at Public Works' Mail Center through the United States Postal Service will be forwarded to the Lobby Cashier as quickly as possible. The Mail Center will not time stamp proposals. Public Works will not be responsible for any delays or missed deadlines for proposals not delivered directly to the Lobby Cashier.

C. Vendor Registration

Proposers must register on line with the County's Web-based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with Us" link on the County's Internet Home Page at www.lacounty.info.

SECTION 2

SCOPE OF WORK

A. Proposers' Conference

Prior to submission of Proposal, all Proposers are invited to attend a Proposers' Conference to be held at Public Works' Headquarters, Conference Room A, 900 South Fremont Avenue, Alhambra, California 91803, on **Monday, December 30, 2002, at 9 a.m. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from proposers not signed in as attending this Conference will be rejected as nonresponsive.** Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' requirements, specifications, terms and conditions. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum(s) to all who attended this conference.

B. Proposal Requirements and Conditions

Proposers are requested to review Part II, Section 2 - General Proposal Requirements and Conditions as well as the County's Policy on Doing Business with Small Business (attached).

C. Department Contract Contact

The Contractor's contact with Public Works regarding this Contract will be Rainer Globus at (626) 458-3991, e-mail address: rglobus@ladpw.org.

D. Work Location

Exhibit A, Project Location/Vicinity Maps provides a more detailed outline of the Project's limits.

E. Services to be Performed

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 Exhibit A, Project Location/Vicinity Maps. The word "sweeping" shall define an operation and the method shall not be limited to the use of a power broom street sweeper.

Sweeping a street shall normally consist of a single pass at a maximum speed of not more than six 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 on each side of the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than six 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 Engineer, in accordance with Part I, Section 2.F, 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 Part I, Section 2.F, Standard of Performance, below.

The Contractor shall inform the Engineer 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 Engineer as soon as the condition is identified. Dead animals shall be reported to Animal Control at (562) 803-3301.

F. 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 Engineer will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed, the Engineer may direct the Contractor to re-sweep the unsatisfactorily swept area(s) or area(s) not sweep at all, if the area(s) can be re-swept during the same business day. If the area(s) cannot be re-swept during the same business day by the Contractor, the Engineer may deduct payment to the Contractor in accordance

with Part I, Section 2.0, Inspection and Acceptance of the Work.

G. 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. 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.

H. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

I. Water

The Contractor shall furnish all water necessary for sweeping operations in accordance with Part I, Section 2.E, Services to be Performed.

J. Rights 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 Engineer 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 Section and with permission or in violation of this Section without permission.

K. Authority of Board and Engineer

The Board has the final authority in all matters affecting the work. Within the scope of this Contract, the Engineer has the authority to enforce compliance with the Plans and Specifications. The Contractor shall promptly comply with instructions from the Engineer 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 Engineer will be final and binding, and shall be precedent to any payment under this Contract, unless otherwise ordered by the Board.

L. Best Management Practices (BMPs)

Best Management Practices 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 California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook, and the Los Angeles County Public Works of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

County of Los Angeles Public Works of Public Works
Lobby Cashier 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 Project 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

NO.	WASTE MANAGEMENT
CD13(2)	Solid Waste Management
CD14(2)	Hazardous Waste Management
CD15(2)	Contaminated Soil Management
CD16(2)	Concrete Waste Management

NEW NO.	PREVIOUS NO.	VEHICLE AND EQUIPMENT MANAGEMENT
CD18(2)	CA 30	Vehicle and Equipment Cleaning
CD19(2)	CA 31	Vehicle and Equipment Fueling
CD20(2)	CA 32	Vehicle and Equipment Maintenance

NEW NO.	PREVIOUS NO.	TRAINING
*	CA 40	Employee/Subcontractor Training

NEW NO.	PREVIOUS NO.	PHYSICAL STABILIZATION
CD26A(2)	ESC 21	Soil Stabilizer/Dust Control

Additional BMPs may be required as a result of a change in actual field conditions, 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.

Best Management Practices for Contractor activities shall be continuously implemented throughout the year. Best Management Practices 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. Best Management Practices 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. Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fines assessed against the County, plus legal and staff costs, as a result of the Contractor's alleged lack of compliance with these provisions and/or less than complete implementation of the specified BMPs. The County may deduct from the payment due the Contractor, amounts necessary to cover such

fines and costs. In addition, the County may also assess the Contractor, as liquidated damages, $1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for this Contract and/or is otherwise in noncompliance with these provisions. Full compensation for the implementation of BMPs shall be considered as included in the "Total Proposed Price" shown in Part I, Section 6, Schedule of Prices.

M. Work Schedule

A complete schedule of weekly sweeping shall be submitted to the Engineer for approval prior to any work being done under this Contract. The schedule shall include the curb 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 Engineer. Changes in the schedule for the convenience of the Contractor will require approval by the Engineer 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. The following guidelines will generally be applicable:

1. Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted day and hours.

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.

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 shall not be swept prior to 7 a.m. nor 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 Engineer directs otherwise.

N. Prosecution of Work

To minimize public inconvenience, the Contractor shall diligently prosecute the work to comply with the approved sweeping schedule. If, as determined by the Engineer, the Contractor fails to prosecute the work to the extent that the above purpose is not being accomplished, the Contractor shall, upon orders from the Engineer, immediately take steps necessary to fully accomplish said purpose. All cost of prosecuting the work as described herein shall be included in the Contractor's "Total Proposed Price."

Should the Contractor fail to take the necessary steps to fully accomplish said purpose, after orders of the Engineer to do so, the Engineer may suspend the work in whole or in part, until the Contractor takes said steps. If work is suspended through no fault of the County, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor.

O. Inspection and Acceptance of the Work

The Contractor shall implement a Contract Quality Control Plan as required under Part I, Section 2.V, Quality Control. The Contractor shall routinely inspect the work to ensure compliance with these Plans and Specifications, approved schedules, and Contractor quality standards.

The Engineer will inspect the work to assure that the quality of street sweeping services is in compliance with terms and conditions of this Contract. The Engineer will 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, side of any street between two adjacent streets, cul-de-sac, and a dead-end street. A five percent deduction from payment for that day's sweeping mileage shall be assessed for each and every location that is not swept in accordance with these Plans and Specifications. 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 Engineer 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 eight 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.

P. Suspension of Work

The work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the County. The Contractor shall comply immediately with any written order of the Engineer suspending work. Such suspension shall be without liability to the Contractor on the part of the County except as otherwise specified in Part I, Section 2.Y, Additional Sweeping.

Q. Noncompliance With Plans and Specifications

Failure of the Contractor to comply with any requirement of these Plans and Specifications, and to immediately remedy any such noncompliance upon notice from the Engineer, 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 Engineer. No additional compensation will be allowed as a result of suspension of the monthly payments due to noncompliance with these Plans and Specifications.

R. 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 regulations. In particular, the Contractor's equipment shall be in full compliance with Air Quality Management District 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 Director 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, 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 the 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 Engineer 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 Part I, Section 2.F, 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 re-sweeping directed by the Engineer. All equipment shall be clearly marked with the 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 Engineer to make contact with the sweeper operator during sweeping operations. The Contractor shall provide the Engineer 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.

7. Primary and back-up sweepers shall be equipped with a Fleet Manager 200 or a County-approved equivalent. If primary and back-up sweepers are not available or additional sweepers are needed to complete the route, the County will accept mechanical tachograph charts from those additional sweepers. The Fleet Manager 200 or County-approved equivalent shall be programmed to provide the following information on a monthly basis:

   a. The name of the sweeper operator and the equipment

identification number.

b. The starting and finishing time and date.

c. Total number of miles traveled by the street sweeper.

d. Total number of miles swept with broom(s) down/on.

e. Total number of miles swept in excess of set speed with broom(s) down/on.

S. 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 Engineer enumerating the following information for the previous week:

1. Curb miles and pass alley miles swept each day.

2. Scheduled curb miles and pass alley miles swept and areas missed.

3. Scheduled curb miles and pass alley miles and areas swept.

4. When missed areas were swept.

5. Number of complaints received each day.

6. Reasons scheduled sweeping was not performed or completed as scheduled.

7. Waste Tonnage Summary and copies of waste disposal receipts.

The Contractor shall, on the second working day of each week, provide the Engineer downloaded Fleet Manager 200 or County approved equivalent data on a three and a half inch, high density, IBM formatted computer diskette containing the required sweeping data for the previous week. Software necessary for producing sweeper reports shall be furnished by the Contractor to the County at no cost.

T. Measurement

The basis of measurement and payment shall be by the Curb Mile (a swept path not less than five feet wide for a total length of 5,280 feet) for curbed streets and the Paved Alley Mile (a swept path not less than twenty feet wide for a total length of 5,280 feet) 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 continuous and no deduction will be made for left turn pockets or intersecting streets.

Additional sweeping of streets, as defined in Part I, Section 2.Y, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of width of street in feet divided by five to determine curb miles per mile of length.

U. Contractor's Representative

Before starting the work, the Contractor shall designate, in writing, a 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 Engineer 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.

V. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with these 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 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 Engineer. 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.

W. Duration of Contract

This Contract will commence on the first day of the month following Board approval, for a period of three years (156 weeks).

X. Plans and Specifications

Included as part of this Contract are plan sheets (Exhibit A) showing the locations of streets and alleys included in this Project.

These Plans, 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 Project. 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 Engineer.

Y. 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 Engineer. The Contractor will be compensated for each additional sweeping at the Contract's "Unit Price" per Curb Mile or Paved Alley Mile, as appropriate. The method of payment will be determined by the Engineer.

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 Engineer.

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 Part I, Section 2.T, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in Part I, Section 2.F, 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 must 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. Minimum payment will be equivalent to payment for 16 Curb Miles.

Z. 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 Engineer. When, in the opinion of the Engineer, inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, the Engineer 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 Part I, Section 2.F, 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 Part I, Section 2.Y, 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 Engineer, 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 Part I, Section 2.F, 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 sweeping services so deferred within two calendar days without interruption in the regular sweeping schedule.

AA. 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 Plans (Exhibit A). 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 "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 Engineer.

AB. 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" 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.

AC. Changed Conditions

The Contractor shall notify the Engineer in writing of any changed conditions promptly upon their discovery. The Engineer will promptly investigate conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and that 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 Part I, Section 6, Schedule of Prices. If the Engineer 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.

AD. 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., from Monday through Friday except on legal holidays. Said answering service shall have the capability of contacting sweepers by radio or paging equipment for the purpose of relaying instructions from the Engineer 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 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 Engineer, 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.

AE. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable Cal/OSHA requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

AF. 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 Project site.

AG. 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 (IIPP) and Code of Safe Practices (CSP). 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.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

The County reserves the right to award a contract for this service to the Proposer whose Proposal provides the most beneficial program and price, with all other factors considered. The awardee shall sign and return this Contract, together with copies of the required insurance certification, within seven days after notification by Public Works of intent to recommend award of this Contract to the Board.

Prior to the award of the Contract, Public Works will notify the selected Proposer of its intention to recommend that the County award the Contract to the selected Proposer on condition that the selected Proposer provide within 10 days a list of street sweepers that will be employed on the Contract and that fully comply with all Air Quality Management District (AQMD) regulations applicable to the contract, identifying the street sweepers by make, fuel type, model, inventory number and vehicle identification number. In addition, the selected Proposer shall furnish with the list proof of ownership of each listed street sweeper or a copy of a confirmation of order from a manufacturer or distributor that includes such information with delivery specified not later than the effective date of the Contract. Upon timely receipt of such information, Public Works may recommend the award of the Contract to the selected Proposer. Should the selected Proposer fail to provide such information as required or should the list fail to demonstrate full compliance with AQMD regulations, Public Works may reject the selected Proposer and recommend award of the Contract to another Proposer.

B. Final Contract Award by Board

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

C. Legal Status of Contractor's Personnel

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and

regulations including, but not limited to the Immigration Reform and Control Act of 1986 (PL. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless the County, its officers and employees 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 statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

D. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Proposer submitting a response to this Request for Proposals or Contractor awarded this Contract shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's/Contractor's signature on the Proposal/Contract is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Proposer/Contractor to fully comply with the County Lobbyist Ordinance shall be sufficient cause for rejection of the Proposal or shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

E. Evaluation of Proposals

All responses to this Request for Proposals become the property of the County. Upon receipt of the Proposal as specified and evaluation of Proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a Contract to one or more of those submitting Proposals. The proposed Contract may be submitted to the Director or Board for consideration and possible approval.

The County may require whatever evidence it deems necessary relative to the Proposer's financial stability.

The County reserves the sole right to judge the Proposer's written and oral representations. The County may make onsite inspections of Proposer's current jobs.

The County may, at its option, invite Proposers to make a presentation and participate in an interview before a final

selection is made.

F. Evaluation Criteria

The evaluation criteria to be used in the selection process will include, but are not limited to the following considerations:

1. Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting all of these requirements may be rejected as nonresponsive:

   a. Proposer's Safety Record reflects that the Proposer has provided services in a safe manner.

   b. Proposer shows an ability to meet insurance requirements.

   c. Proposer has met the GAIN requirements.

   d. Proposer has submitted to the Child Support Services Department the Principal Owner Information and Child Support Compliance Program Forms.

   e. Proposer has indicated it will meet the Living Wage Program employee payment requirements or has established that it is entitled to exemption (Exhibit C).

   f. Proposer's staffing plan identifies full-time employees of the Proposer who will perform the required work unless the Proposer has demonstrated the necessity of part-time staff to the County's satisfaction.

   g. Proposer's "Annual Price" to perform this service is less than the County's total avoidable cost.

   h. Proposer has signed all appropriate forms and Part I, Section 6, Schedule of Prices.

   i. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal.

   j. Proposer states it will comply with the Contractor Employee Jury Service Program or has established that it is entitled to exemption.

   k. Proposer is signed in as attending Proposer's conference.

2. Proposals passing the first step will be evaluated based on the following criteria:

   a. Proposed Fee (65 points)

      The proposed price should accurately reflect Proposer's cost of providing the required services and any profit expected for the three-year period. The lowest "TOTAL PROPOSED PRICE" for three years quoted in the Schedule of Prices (Part I, Section 6) will receive the full weight of this evaluated item (65 points), subject to adjustment in accordance with the Local SBE Preference Program. Subject to such adjustments other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Price by each other Proposers' Total Proposed Price and multiply the result by the maximum possible points for this evaluation criterion (65 points). However, the Proposal with the lowest Total Proposed Price may not necessarily be awarded a contract.

      Notwithstanding the ranking of the Proposal prices and overall Proposal scores, no contract shall be awarded to a Proposer unless the Proposer's annual price to perform these services is less than the County's total annual avoidable cost.

      In addition, should one or more of the Proposers request and be granted the Local SBE Preference, the price component points will be determined as follows:

      Five percent (5%) of the lowest price proposed will be calculated, which shall not exceed $50,000, and that amount will be deducted from the price submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

   b. References (15 points)

      Record of performance as determined from communications with the Proposer's former/current clients. Factors to be considered include, but are not limited to cost control, work quality, completion of work on schedule, and responsiveness. Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services, with priority given to checking services provided to Public Works and other County departments. A score of less than nine points in this category may result in rejection of the

proposal.

Very satisfied with overall service:	= 5 points
Satisfied with overall service:	= 3 points
Not satisfied with overall service:	= 0 points

c. Capability (10 points)

Proposer's financial statements or annual reports will be evaluated on the extent to which the statements demonstrate that the Proposer has financial and business stability ensuring it can continue to pay the living wage as defined in Part I, Section 7, and can perform the work throughout the term of the Contract. Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed, or self-prepared) may be given less weight. A score of zero in this evaluation category may result in rejection of the Proposal.

d. Proposer's Staffing Plan and Equipment (10 points)

A review of the Proposer's description of its equipment and staffing plan and their ability to meet the requirements and conditions of this work. A score of zero in this category may result in rejection of the Proposal.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (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.

C. Safety Indemnification

To the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents 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 the Contractor, its subcontractors or County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any CalOSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated to indemnify for liability and expenses solely arising from the

active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CalOSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, Attention Anthony Ford, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for County's approval.

   The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to

investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless other- wise approved by County.

3. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:

   a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

5. Compensation for County Costs

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

incurred by County.

6. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

a. Contractor providing evidence of insurance covering the activities of subcontractor, or

b. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto."

The above requirements can be met by a combination of primary and excess insurance coverage.

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than

SECTION 5

METHOD OF PAYMENT

A. Payment

The Contractor shall, each fourth Monday (or the following business day if Monday is a holiday), present an invoice in triplicate (one original and two copies) for services rendered in the preceding four weeks. The following information shall be submitted with each invoice: the actual curb miles swept, cubic yards of debris swept, appropriate documentation that the debris was disposed of at a permitted State or local waste facility, and a certified payroll(s) which meets the living wage requirements outlined in Part I, Section 7, Compliance With Living Wage Program. The County agrees to initiate payment approval within five business days of the receipt of a properly submitted and completed invoice from the Contractor. Approval and payment by the County will be done within 30 days. Invoices shall be submitted to:

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

The quantities shown in Part I, Section 6, Schedule of Prices, are estimates only to be used as basis for comparing priced proposals and will not govern final payment. The Contractor will be paid for the actual number of Curb Miles (CM) and Paved Alley Miles (PM) swept each month in accordance with the Plans and Specifications.

This Contract's "Unit Price" to be paid shall be full compensation for the item of work and all appurtenant work, including furnishing all labor, equipment, tools, materials, and incidentals and paying all dump fees.

Whenever any portion of the work is performed by the County at the Contractor's request, the cost thereof shall be charged against the Contractor and may be deducted from any amount due or becoming due from the County.

Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not reasonably expected to be taken, the County may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or

becoming due from the County. County action or inaction under such circumstances shall not be construed as relieving the Contractor from liability.

Payment shall not relieve the Contractor from its obligations under this Contract; nor shall such payment be construed to be acceptance of any of the work.

If, within the time fixed by law, a properly executed notice to stop payment is filed with the County, due to the Contractor's failure to pay for labor used in the work, all money due for such labor will be withheld from payment to the Contractor in accordance with applicable laws.

Refer to Part I, Section 2, Inspection and Acceptance of the Work, for payment deductions due to deficient street sweeping operations.

B. Cost of Living Adjustments

There will not be any Cost of Living Adjustments during the term of this Project.

SECTION 6

SCHEDULE OF PRICES

STREET SWEEPING SOUTH AND WEST WHITTIER

In accordance with Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications and attached drawings subject to the Proposer furnishing all materials, except those specified to be furnished by the Department. The "TOTAL PROPOSED PRICE" shall be for the entire three-year contract.

A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet.

A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

ITEM	ITEM DESCRIPTION	UNIT	EST. ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of Curbed Streets (Including Curbed Medians) Including the Furnishing of Water and Disposal of All Debris.	CM	19,608	$16.98	$332,943.84
2.	Sweeping of Paved Alleys, (Including Painted Medians and Intersections) Including the Furnishing of Water and Disposal of All Debris.	PM	997	$16.98	$16,929.06
	TOTAL ANNUAL PROPOSED PRICE				$349,872.90

ANNUAL PRICE TOTAL PROPOSED PRICE

$349,872.90 X 3 YEARS = $1,049,618.70

ONE MILLION FORTY NINE THOUSAND SIX HUNDRED EIGHTEEN DOLLARS AND SEVENTY CENTS.

Please Write Out Total Proposed Price

Nationwide Environmental Services div. of Joe's Sweeping, Inc.

Legal Name of Proposer (Print)

Signature | January 14, 2003 (Date) | N/A (Required License Number)

11914 Front Street

Address

Norwalk (City) | 90650 (Zip Code) | (562)860-0604 (Telephone)

SECTION 7 7/25/01

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program (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 Exhibit B and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under this Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the 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 agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some

or all of which are provided to the 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 the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

2. 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.

3. 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, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the 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. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrates to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to the County certified monitoring reports at a frequency instructed by the 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, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information

contained in each certified monitoring report is true and accurate.

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

During the term of this Contract, if the 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), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, the 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 four years from the date of final payment under this Contract. Authorized agents of the 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 (Exhibit H). Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, the 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 the County after the date it is due or if the report submitted does not contain all of the

required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the 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 the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, 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, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the

applicable hourly living wage rate, the County may withhold from any payment otherwise due 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. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the 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. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: 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, terminate this Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, the 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, not to exceed three years.

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 the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under 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 the 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 the 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 Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the 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 the County, Contractor shall demonstrate to the satisfaction of the 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.

PART II

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

GENERAL DEFINITIONS AND TERMS

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

Whenever in the Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

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

2. Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

3. Contractor. The person or persons, partnership, joint venture or corporation who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

4. County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.

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

6. District. Los Angeles County Flood Control District, and/or Public Works, and/or County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

7. Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

8. Proposal Form. The blank form prepared (Schedule of Prices) and furnished by Public Works upon which all priced Proposals shall be submitted.

9. Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

10. Public Works. County of Los Angeles Department of Public Works.

11. Solicitation Document. Request for Proposals or Request for Quotation.

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

13. The Work. The entire contemplated work to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

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, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers will be held (1) to have carefully read the solicitation document and all attachments, (2) to have satisfied themselves as to their ability to meet all of the difficulties attending the execution of the proposed work before the delivery of their Proposal, and (3) agree that if awarded this Contract, no claim will be made against the County based on ignorance or misunderstanding of the solicitation document.

B. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

C. Invalid Proposals

It is the sole responsibility of the Proposer to see that its Proposal is properly received by Public Works before the submission deadline. Proposers shall bear all risks associated with private delivery services or with delays in the U.S. Mail.

Proposals submitted by telegram and those which are not clocked in at Public Works' Headquarters Lobby Cashier before the date and hour set for receipt of the same will not be considered and will be returned to the Proposer unopened.

D. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer shall render their Proposal irregular and may cause its rejection.

E. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 120 days following the last day to accept Proposals.

F. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals not suitable in the judgment of the Board/Director to be in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than an officer of a corporation or a member of a general co-partnership, must be submitted with a power of attorney authorizing such signature; otherwise, the Proposal will be rejected as irregular and unauthorized.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document contains multi-Proposal requests, no Proposal will be considered unless the Proposer submits a price on all items within each category, though the Proposer may not be required to submit a price on all the categories.

G. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out this Contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed Contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these Specifications. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be sufficient cause for rejection of the Proposal.

H. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on the Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be sufficient cause for rejection of the Proposal.

I. Proposer's License Requirements

Proposers shall be properly licensed by the State of California to perform the work proposed under these Specifications. Lack of proper license at the time of submission of Proposal will be sufficient cause for rejection of the Proposal.

J. Wages, Materials, and Other Costs

It is the responsibility of the Proposer 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, or Director do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

K. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on the List of Subcontractors form provided. The use of subcontractors shall be according to the provisions of Part II, Section 4, Paragraphs D and G. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

L. Opening of Proposals

Proposals will not be publicly opened.

M. Disqualification of Proposers

More than one Proposal from an individual, firm, or partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in this or future Proposals.

N. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected extension will be considered as representing the Proposer's intentions.

If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions.

If the items are incorrectly totaled, the corrected total will be considered as representing the Proposer's intentions.

O. Disclosure of Contents of Proposals

All Proposals in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of this Contract to the Board and that letter appears on the Board's agenda, all Proposals will become a matter of public record and will be regarded as public records, except those parts of each Proposal which are defined by the Proposer as business or trade secrets, and plainly marked as "trade secret." Designation of all or substantial portions of the Proposal as "trade secret" or inappropriate designation of portions of the Proposal as "trade secret" may result in the Proposal being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

P. Gratuities

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

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

Q. Determination of Proposer Responsibility

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

2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

3. The County may declare a Proposer to be non-responsible for purposes of this proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform this proposed Contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the

Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for Public Works' recommendation. If the Proposer fails to avail itself of the opportunity to rebut Public Works' evidence, the Proposer may be deemed to have waived all rights of appeal.

5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.

6. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

R. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding on other County contracts for a specified period of time, not to exceed 3 years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

2. If there is evidence that the highest rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing.

After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. If the Proposer fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Proposer may be deemed to have waived all rights of appeal.

4. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

SECTION 3

GENERAL CONTRACT REQUIREMENTS AND CONDITIONS

A. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

B. 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 the Contractor.

C. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, state, or local authorities for work to be accomplished under this Contract.

D. Quality of Work

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

E. Cooperation and Collateral Work

The 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.

F. 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.

G. Changes and Amendments of Terms

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

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

H. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval according to "Changes and Amendments of Terms" (above), such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

I. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds

to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

J. Safety Requirements

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

K. Public Safety

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

L. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, state, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

M. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

N. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each job site will be subject to the Director's approval.

O. Transportation

Public Works will not provide transportation to and from the job site, nor travel around the limits of the job site.

P. Storage of Material and Equipment

The Contractor shall not store material or equipment at the job site, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any job site.

Q. County's Quality Assurance Plan

The 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 Contract terms 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 the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

R. County's Policy on Child Support Laws

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 the County's "L. A.'s Most Wanted: Delinquent Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

S. Job 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 job site.

T. Recycled-Content Paper Products

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

U. Contractor Responsibility and Debarment

1. 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 proposed Contract. It is the County's policy to conduct business only with responsible contractors.

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

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

4. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have

waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7. These terms shall also apply to subcontractors of Contractor.

V. Jury Service Program

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

2. Written Employee Jury Service Policy

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

   b. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $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 the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform

services for the 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.

c. 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the 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 Program.

d. 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, 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.

W. Local Small Business Enterprise Program.

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

2. 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.

3. 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.

4. 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:

   a. 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;

   b. 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

   c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

   d. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 4

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Compliance

The 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. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. 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' work.

C. Public Convenience

The Contractor shall so 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 services are performed.

D. Subcontractors

No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

E. Cooperation

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

F. Delegation and Assignment

The Contractor may not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written consent of the Board.

G. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

H. 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 Labor Code Section 1815.

I. Child Support Compliance Program

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

J. Prohibition Against Use of Child Labor

The Contractor shall:

1. 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;

2. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and,

3. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

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.

Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

K. Consideration of Hiring GAIN Employees

Should the 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 the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by category to the Contractor.

L. 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.

SECTION 5

TERMINATION OF CONTRACT

A. Unsatisfactory Service

Public Works reserves the right to cancel these services, upon giving 14 days' written notice, if the services are deemed unsatisfactory in the opinion of the Director.

B. Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

1. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

2. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

3. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

C. Termination for Noncompliance with Child Support Requirements

Contractor shall maintain compliance with requirements of County's Child Support Compliance Program as certified in the Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of the Contractor to maintain compliance with these requirements will constitute a default under this Contract. Failure to cure such a default

within 90 days of notice by the County shall be grounds upon which the County may give notice of termination and terminate this Contract.

D. Termination Claim

If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of services not terminated.

Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

PART III

STANDARD TERMS AND CONDITIONS

LOS ANGELES COUNTY SERVICES CONTRACTS

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

B. Nondiscrimination in Employment

The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the 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 the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

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

C. Assignment

This Contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of the Director and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this Contract, in consequence of each consent, shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

D. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, 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.

E. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

F. Covenant Against Contingent Fees

1. The 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 the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

G. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

H. Termination for Improper Consideration

County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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 or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

I. Notice of Delays

Except as otherwise provided herein, 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 five days, give notice thereof, including all relevant information with respect thereto, to the other party.

J. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this

Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

K. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

L. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

M. Default for Insolvency

1. The County may cancel forthwith this Contract for default in the event of the occurrence of any of the following:

   a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

   b. The filing of a voluntary petition to have the Contractor declared bankrupt.

   c. The appointment of a Receiver or Trustee for the Contractor.

   d. The execution by the Contractor of an assignment for the benefits of creditors.

2. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

N. Default

1. The County may, subject to the provisions of Paragraph 3

below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

a. If the Contractor fails to perform the services within the time specified herein or any extension thereof; or

b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

2. In the event the County terminates this Contract in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the 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 the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any

reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section 5).

5. The rights and remedies of the County provided in this clause 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 persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

O. Disclosure of Information

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

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

2. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

P. Notification

1. 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 in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Assistant Director
County of Los Angeles Department of Public Works
P. O. Box 1460
Alhambra, CA 91802-1460

2. 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 the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the 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.

ATTACHMENTS

AFFIDAVIT FOR CORPORATION PROPOSER

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

NEVER SAMUELIAN, being first duly sworn, deposes and says:

That he/she is THE PRESIDENT, of NATIONWIDE ENVIRONMENTAL SERVICES A DIVISION OF JOE'S SWEEPING, INC.

a corporation, which is the party making the foregoing proposal; that such proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other proposer or person to put in a sham proposal, and has not in any manner sought by collusion to secure any advantage against the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, or any person interested in the proposed contract, for himself/herself or for any other person.

Neven Samuelian
Signature

Subscribed and sworn
to before me this

14th day of January, 2003.

ANI KAPRIELIAN
Commission # 1299867
Notary Public - California
Los Angeles County
My Comm. Expires May 1, 2005

Ani Kaprielian
Signature of Officer Administering Oath
(NOTARY PUBLIC)

BIDDER'S PROPOSAL

Date JANUARY 14, 2003

To the Board of Supervisors of the
Los Angeles County

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:
Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Never Samuelian - President/Treasurer
Joe Samuelian - Vice President
Suzy Samuelian - Corporate Secretary
Nejteh Derbedrossian - Manager

(If the proposer is a corporation, give the name of the corporation and the name of its president, secretary, treasurer and manager. If a partnership, give the name under which the partnership does business, and the names and addresses of all partners. If an individual, state the name under which the contract is to be drawn.)

(b) That this proposal is made without collusion with any other person, firm, or corporation.

(c) That the proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge.

(d) That the proposer has carefully examined the specifications, both general and detail, and any drawings attached hereto, and any additional communications sent and makes this proposal in accordance therewith.

(e) That, if this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles .

(f) That the proposer proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and the unit prices will apply to the actual quantities whatever they may be.

Accompanying this proposal is a certified cashier's check, or bidder's bond, payable to the order of the County of Los Angeles in the sum of N/A DOLLARS ($ N/A). Said bidder's bond has duly executed by the undersigned proposer and by a financially sound surety company authorized to transact business in this state. It is understood and agreed that should the proposer be awarded the contract and fail within 15 days after the award to enter into the contract and furnish acceptable surety bonds, then the proceeds of said check, or bidder's bond, shall become the property of the County, but if this contract is entered into and said bonds are furnished, or if the proposal is not accepted, then said check shall be returned to the undersigned, or the proposer will be released from the bidder's bond.

11914 Front Street — Address of Proposer
(562) 860-0604 — Telephone Number of Proposer

Norwalk, California 90650 — City, Zip Code
Signature of Proposer

CONTRACTOR'S INDUSTRIAL SAFETY RECORD **PROPOSAL IDENTIFICATION** STREET SWEEPING SOUTH AND WEST WHITTIER

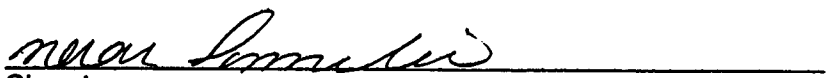
This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of 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

	1997	1998	1999	2000	2001	Total	Current Year/2002
1. No. of contracts	92	73	58	58	67	348	74
2. Total dollar amount of Contracts (in thousands of $)	2,855,183.00	3,437,177.00	3,495,249.00	$4,275,700.00	5,329,300.00	19,392,609.00	5,700,000.00
3. No. of fatalities	None	None	None	None	None	None	None
4. No. of lost workday cases	None	None	None	None	None	None	None
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	None	None	None	None	None	None	None
6. No. of lost workdays	None	None	None	None	None	None	None

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.

Nationwide Environmental Services div. Joe's Sweeping, Inc.
Name of Proposer (print)


Signature

11914 Front Street
Address

N/A
Required License or Certificate

Norwalk, CA 90650
City Zip Code

(562) 860-0604
Telephone

CERTIFICATE CONFLICT OF INTEREST

I, Never Samuelian
as President
(Insert: "sole owner", "a partner", "President", "Secretary", or other proper title)

of Nationwide Environmental Services a div. of Joe's Sweeping, Inc.
(Insert name of proposer)

do make this Certificate in support of a proposal for a contract with the County of Los Angeles for AS-NEEDED STREET SWEEPING WHITTIER within the scope of the following Los Angeles Administrative Code, Section 2.180.010:

Contracts Prohibited. A. Notwithstanding any other section of this code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such 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.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as outlined above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal/Bid or cancellation of any contract awarded pursuant to this Proposal/Bid.

I certify under penalty of perjury that the foregoing is correct and true in all respects.

Date: JANUARY 14, 2003 Signed Never Samuelian President
(Title)

CONFIDENTIAL

PROPOSER'S REFERENCE LIST

A. Please provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer to Los Angeles County during the previous three years. Use additional pages if required.

SERVICE TYPE: Municipal Street Sweeping
DEPARTMENT/
DISTRICT: City of Montebello
CONTACT: Mr. Ted Spaseff
TELEPHONE: (323) 887-1200

SERVICE TYPE: Municipal Street Sweeping
DEPARTMENT/
DISTRICT: City of Norwalk
CONTACT: Mr. Gary DiCorpo
TELEPHONE: (562) 929-5700

SERVICE TYPE: Municipal Street Sweeping
DEPARTMENT/
DISTRICT: City of Lynwood
CONTACT: Mr. Sam Fort
TELEPHONE: (310) 603-0220

SERVICE TYPE: Municipal Street Sweeping
DEPARTMENT/
DISTRICT: City of Pico Rivera
CONTACT: Mr. Enrique Acevedo
TELEPHONE: (562) 801-4368

SERVICE TYPE: Municipal Street Sweeping
DEPARTMENT/
DISTRICT: City of Buena Park
CONTACT: Mr. Rudy Cisneros
TELEPHONE: (714) 562-3500

SERVICE TYPE: Municipal Street Sweeping
DEPARTMENT/
DISTRICT: City of Carson
CONTACT: Mr. Ken Boyce
TELEPHONE: (310) 830-7600

CONTINUED - SEE ATTACHED

B. Reference List for Private Companies

COMPANY: N/A
ADDRESS:
CONTACT:
TELEPHONE: ( )

COMPANY:
ADDRESS:
CONTACT:
TELEPHONE: ( )

COMPANY:
ADDRESS:
CONTACT:
TELEPHONE: ( )

COMPANY:
ADDRESS:
CONTACT:
TELEPHONE: ( )

COMPANY:
ADDRESS:
CONTACT:
TELEPHONE: ( )

COMPANY:
ADDRESS:
CONTACT:
TELEPHONE: ( )

REFERENCE LIST CONTINUED
MUNICIPAL SWEEPING SERVICES

HUNTINGTON BEACH
RICK KUCIEMBA
(714) 536-5511

BELL GARDENS
MIKE SATHER
(562) 806-7700

LA HABRA
PAUL HAMILTON
(562) 905-9700

COMMERCE
LARRY GARCIA
(323) 722-4805

CORONA
JOHN LICATA
(909) 736-2202

CUDAHY
NICK MULL
(323) 773-5143

EL MONTE
CARLOS LOPEZ
(626) 580-2016

EL SEGUNDO
ROGER GROMAN
(310) 322-4670

FONTANA
CURTIS AARON
(909) 350-7600

ROWLAND HEIGHTS - L.A. COUNTY
RAY MARTINEZ
(626) 377-1277

IRVINE
BILL SCOFIELD
(949) 724-6207

GARDEN GROVE
PEGGY SNYDER
(714) 741-5000

LOMITA
GARY IRWIN
(310) 325-7110

HAWAIIAN GARDENS
ROBERT SALAZAR
(562) 420-2641

MARINA DEL REY
JEFF DONALDSON
(310) 679-2559

MONTEREY PARK
JERRY WALKER
(626) 307-1359

ROLLING HILLS ESTATES
SAM WISE
(310) 377-1577

SAN GABRIEL
ROBERT
(626) 308-2800

REFERENCE LIST CONTINUED

S. & W. WHITTIER - L.A. COUNTY
PHILLIP ALVAREZ
(562) 869-1176

TERRACE - L.A. COUNTY
PHILLIP ALVAREZ
(562) 869-1176

VALINDA/HACIENDA HTS. - L.A COUNTY
RAY MARTINEZ
(626) 377-1277

VERNON
ALI NOUR
(323) 583-8811

ATHENS - L.A. COUNTY
JEFF DONALDSON
(310) 679-2559

BIKE PATH - L.A. COUNTY
RAY MARTINEZ
(626) 377-1277

PROPOSER'S/OFFEROR'S EEO CERTIFICATION

Nationwide Environmental Services a div. of Joe's Sweeping, Inc.
Proposer/Offeror's Name

11914 Front Street, Norwalk, CA 90650
Address

95-4251996
Internal Revenue Service Employer Identification Number

GENERAL

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

PROPOSER'S/OFFEROR'S CERTIFICATION

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

Nationwide Environmental Services Div. of Joe's Sweeping, Inc.
Proposer/Offeror

Never Samuelian, President
Name and Title of Signer

Never Samuelian
Signature

JANUARY 14, 2003
Date

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which 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 work.

Name under which Sub-contractor is licensed	License Number	Address	Specific Description of Subcontract work
N/A			

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

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	
☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 50587701	

II FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

Total Number of Employees (including owners): 75

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					4	
Hispanic/Latino					58	
Asian or Pacific Islander						
American Indian					1	
Filipino						
White						4
~~Other~~ OTHER	1	1	3	2		1

III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White	OTHER
Men	%	%	%	%	%	%	40%
Women	%	%	%	%	%	%	60%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
N/A					

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

Authorized Signature:	Title:	Date:
Steven Sommers	President	01-14-03

LOS ANGELES COUNTY

GAIN EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) employment program.

OR

☒ declares a willingness to consider GAIN participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature _____ President
Title

Nationwide Environmental Services div. Joe's Sweeping, Inc.
Firm Name

JANUARY 14, 2003
Date

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P. O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 **Telephone: (323) 832-7277 or (323) 832-7276**

Contractor or Association Name as Shown on Bid or Proposal: Nationwide Environmental Services div. of Joe's Sweeping, Inc.

Contractor or Associated Member Name, if Contractor is an Association: N/A

Contractor or Associated Member Address: 11914 Front Street, Norwalk, CA 90650
Telephone: (562) 860-0604 **FAX:** (562) 868-5726

County Department Receiving Bid or Proposal: PUBLIC WORKS

Types of Goods or Services To Be Provided: Street Sweeping

Contract or Purchase Order No. (if applicable): N/A

Principal Owners: Please check the appropriate box. If box "I" is checked, no further information is required. Please sign and date the form below:

I. [ ] No natural person owns an interest of 10 percent or more in this Contractor.
II. [X] Required Principal Owner Information is provided below. (Use separate sheet if necessary.)

	Name	Title	Payment Received From Contractor	
1.	Never Samuelian	President	~~[YES]~~	[NO]
2.	Joe Samuelian	Vice President	~~[YES]~~	[NO]
3.			[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: Never Samuelian Date: JANUARY 14, 2003
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Never Samuelian
(Print Name)

President
(Title/Position)

FIRM/ORGANIZATION INFORMATION FORM

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR . 23.5.

TYPE OF BUSINESS STRUCTURE: Corporation
(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 75

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.) Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			4
Hispanic/Latin American			58
Asian American			
American Indian/Alaskan Native			9
All Others	2	5	1
Based on the above categories. Please indicate the total numbers of men and women in the firm:			
Male	1	3	65
Female	1	2	3

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latin American	Asian American	American Indian/Alaskan Native	All Others
Men	%	%	%	%	40%
Women	%	%	%	%	60 %

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES
Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

FIRM NAME: Nationwide Environmental Services a div. of Joe's Sweeping, Inc.

SIGNED: _____ DATE: JANUARY 14, 2003

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE
FIRM/ORGANIZATION COMPLIANCE FORM

Affirmative Action Compliance Officer

The Los Angeles County Board of Supervisors at its meeting held on July 19, 1994, amended the Minority and Women-Owned Business Enterprise Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefits for which they are not entitled.

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization; if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:

   a. 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. acceptance or certification as a minority or women business enterprise or both for the purposes of this article.

   b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit report and other representation to a County official or employee, for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise or both.

   c. Willfully and knowingly obstruct, impede or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise or both.

   d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain or aid another person or business in fraudulently obtaining or attempting to obtain. Public moneys to which the person or business is not entitled under this article.

2. Any person or business who violates paragraph (1) shall be suspended from bidding on or participating as contractor, subcontractor or supplier in any county contract or project for a period of three years.

3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

_____
Applicant Signature

President
Title

Nationwide Environmental Services div. Joe's Sweeping, Inc.
Name of Firm

JANUARY 14, 2003
Date

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) Never Samuelian, hereby submit this certification to the DEPARTMENT OF PUBLIC WORKS, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) Nationwide Environmental Services div. of Joe's Sweeping, Inc., an [independently-owned] or franchised-owned business (circle one), located at (contractor or, if an association, associated member's address):

11914 Front Street, Norwalk, CA 90650

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1.) Submitted a completed Principal Owner Information Form to the Child Support Compliance Program;

2.) Fully complied with employment and wage requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;

3.) Fully complied with all lawfully served Wages and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 14th day of January 2003
(Month and Year)

at: Norwalk, California (562) 860-0604
(City/State) (Telephone No.)

by: Never Samuelian
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County)

Copy to: **Child Support Services Department**
Special Projects
P. O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634
Telephone: (323) 832-7277 or (323) 832-7276

COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE ...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.

4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable, and highly motivated to carry out the letter and spirit of this policy.

Department of the Treasury
Internal Revenue Service

Notice 1015
(Rev. October 2000)

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.
A change to note. Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over $2,400.

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 whom 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 2000 are less than $31,152 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 are required to give Form W-2 and do so 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 a substitute Form W-2 is given on time but 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, 2001.

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 get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at **www.irs.gov.**

How Will My Employees Know If They Can Claim the EIC?
The 2000 instructions for Forms 1040, 1040A, and 1040EZ, and **Pub. 596,** Earned Income Credit, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000.
Note: *An employee* ***cannot*** *claim the EIC if he or she files* ***Form 2555*** *or* ***Form 2555-EZ*** *(relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000* ***cannot*** *claim the EIC unless he or she is married to a U. S. citizen or resident and elects to be taxed as a resident alien for all of 2000.*

- The employee's 2000 earned income and modified adjusted gross income are both under $27,413 (under $31,152 if the employee has more than one qualifying child; under $10,380 if the employee does not have a qualifying child). **Earned income** for this purpose does not include amounts paid to inmates in penal institutions for their work.
- The employee's filing status is any status **except** married filing a separate return.
- The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.
- For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2000 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2000 and owes no tax but is eligible for a credit of $797, he or she must file a 2000 tax return to get the $797 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15,** Employer's Tax Guide.

Cat. No. 205991

REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE

Name of Proposer's
Health Plan: N/A

(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 PROPOSER'S PLAN COVER? (YES)	(NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium				
Employee only	Y	N	$	
Employee + 1 dep.	Y	N	$	
Employee + 2 dep.	Y	N	$	
Employee + 3 dep.	Y	N	$	
Proposer's portion of above health premium payment				
Employee only	Y	N	$	
Employee + 1 dep.	Y	N	$	
Employee + 2 dep.	Y	N	$	
Employee + 3 dep.	Y	N	$	
Any Annual Deductible?				
Per Person	Y	N	$	
Per Family	Y	N	$	
Any Annual Maximum Employee Out-of-Pocket Expense?				
Per Person	Y	N	$	
Per Family	Y	N	$	
Any Lifetime Maximum?				
Per Person	Y	N	$	
Per Family	Y	N	$	
Ambulance coverage	Y	N	$	
Doctor's Office Visits	Y	N	$	
Emergency Care	Y	N	$	
Home Health Care	Y	N	$	
Hospice Care	Y	N	$	
Hospital Care	Y	N	$	

ITEMS	DOES THE PROPOSER'S PLAN COVER (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Immunizations	Y N	$	
Maternity	Y N	$	
Mental Health	Y N	$	
Mental Health In-Patient Coverage	Y N	$	
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	
Prescription Drugs	Y N	$	
Routine Eye Examinations	Y N	$	
Skilled Nursing Facility	Y N	$	
Surgery	Y N	$	
X-Ray and Laboratory	Y N	$	

Under this health plan, a full time employee:

Become eligible for health insurance coverage after _____ days of employment.

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

OTHER BENEFITS:

A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

E. NUMBER OF PAID HOLIDAYS PER YEAR IS _____ DAYS.

COST METHODOLOGY FOR CONTRACT: **STREET SWEEPING SOUTH & WEST WHITTIER** CONFIDENTIAL

PROPOSER: Nationwide Environmental Services div. of Joe's Sweeping, Inc.

POSITION/TITLE* (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Driver 1		10.0	10.0	10.0	10.0	10.0		50.0	2600.0	10.00	$28,600.00
Driver 2			8.0	8.0	8.0	8.0		32.0	1664.0	10.00	$16,640.00
Driver 3				10.0	10.0	10.0		30.0	1560.0	9.50	$16,302.00
Driver 4				10.0	10.0	10.0		30.0	1560.0	9.50	$16,302.00
Driver 5						8.0		8.0	416.0	10.00	$4,160.00
Driver 6						8.0		8.0	416.0	11.00	$4,576.00
Back-up		1.0	1.0	1.0	1.0	1.0		5.0	260.0	10.00	$2,600.00
Supervisor		0.5	0.5	1.0	2.0	4.0		8.0	416.0	15.00	$6,240.00
											$
											$

Comments/Notes:		
	Total Annual Salaries	**$95,420.00**
	(1) Vacations, Sick Leave, Holiday	$7,980.00
	(2) Health Insurance **	N/A
	(3) Payroll Taxes & Workers' Compensation	$37,177.00
	(4) Welfare and Pension	N/A
	Total Annual Employee Benefits (1+2+3+4)	**$45,157.00**
	(5) Equipment Costs	$62,860.40
	(6) Service and Supply Costs	$122,135.00
	(7) General and Administrative Costs	$6,850.50
	(8) Profit	$17,450.00
	Total Annual Other Costs (5+6+7+8)	**$209,295.90**
	TOTAL ANNUAL PRICE	**$349,872.90**

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

** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

County of Los Angeles

Vision

Our ***purpose*** is to improve the quality of life in the County of Los Angeles by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities.

Our ***philosophy*** of teamwork and collaboration is anchored in our shared values:

responsiveness
professionalism
accountability
compassion
integrity
commitment
a can-do attitude
respect for diversity

Our ***position*** as the premiere organization for those working in the public interest is established by:

a capability to undertake programs that have public value,

an aspiration to be recognized through our achievements as the model for civic innovation,

a pledge to always work to earn the public trust.

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, 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.

Company Name: Nationwide Environmental Services Div. Joe's Sweeping, Inc		
Company Address: 11914 Front Street		
City: Norwalk	State: CA	Zip Code: 90650
Telephone Number: (562) 860-0604		
Solicitation For (Type of Goods or Services): Street Sweeping Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"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 (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of 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.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Never Samuelian	Title: President
Signature: Never Samuelian	Date: January 14, 2003

ISD Application for Exception rev. 7/23/02 DPW rev. 11/05/02

December 11, 2002

Debarred Vendors Report

Vendor Name: A One Building Maintenance
Principal Owners: Kenneth Ahn
Debarment Start Date: June 20, 2000 Debarment End Date: June 19, 2003

Contract Title: Public Library Custodial Services Area 5
Contract Number: 68788 Current Cost:
Start Date: February 12, 1996 End Date: February 11, 2000
Lead Contractor

Contract Title: Public Library Custodial Services Area 6
Contract Number: 70913 Current Cost:
Start Date: August 16, 1997 End Date: August 15, 2001
Lead Contractor

Contract Title: Public Library Custodial Services Library Headquarters
Contract Number: 71839 Current Cost:
Start Date: November 14, 1998 End Date: November 13, 2002
Lead Contractor

Vendor Name: SHOBIE ENTERPRISES DBA SEAHAWK CONSTRUCTION
Principal Owners: Shamir Ahmad Qazi
Debarment Start Date: April 30, 2002 Debarment End Date: April 30, 2005

Contract Title: Westknoll and Palm Seismic Retrofit and Building Improvements Project
Contract Number: CA16-P002-014/MD Current Cost:
Start Date: January 16, 2001 End Date: February 18, 2002
Sub-contractor

EXHIBITS

Exhibit A

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

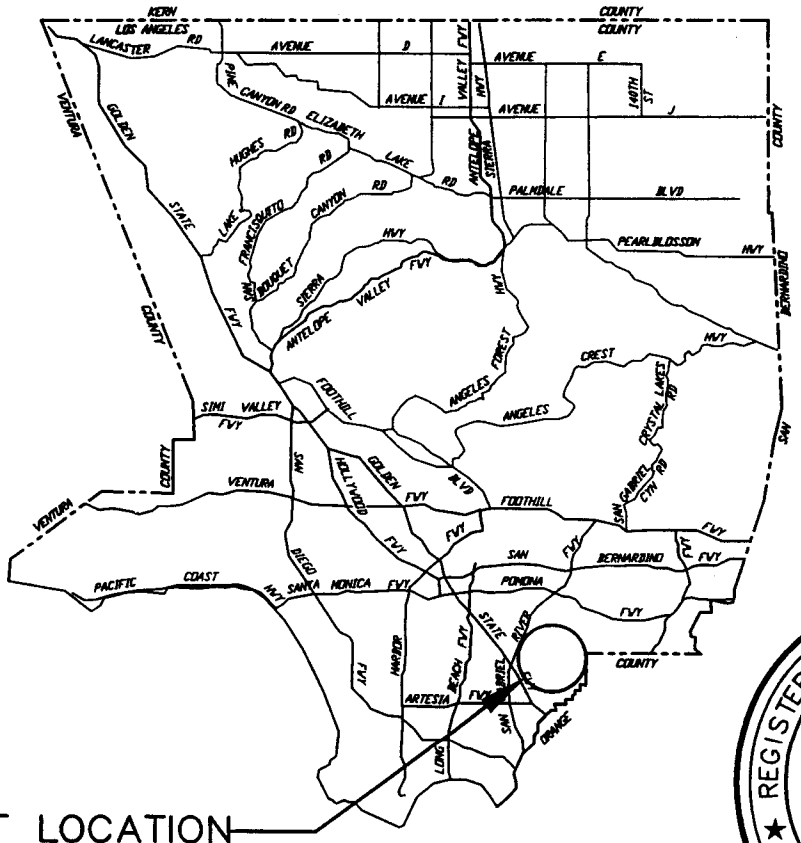
PROJECT ID NO. RMD4406001

PRIME CONTRACTOR LICENSE REQUIRED: NONE

SOUTH AND WEST WHITTIER

STREET SWEEPING

TOTAL LENGTH 396.25 MILES



PROJECT LOCATION

VICINITY MAP

No Scale

REGISTERED PROFESSIONAL ENGINEER
SHAILESH R. PATEL
C 58158
EXP. 06/30/2002
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS

SHT	1	Title Sheet
SHTS	2–10	Location Maps
SHTS	11–13	Posted Times & Notes
SHTS	14–17	Summary, Alleys & Medians

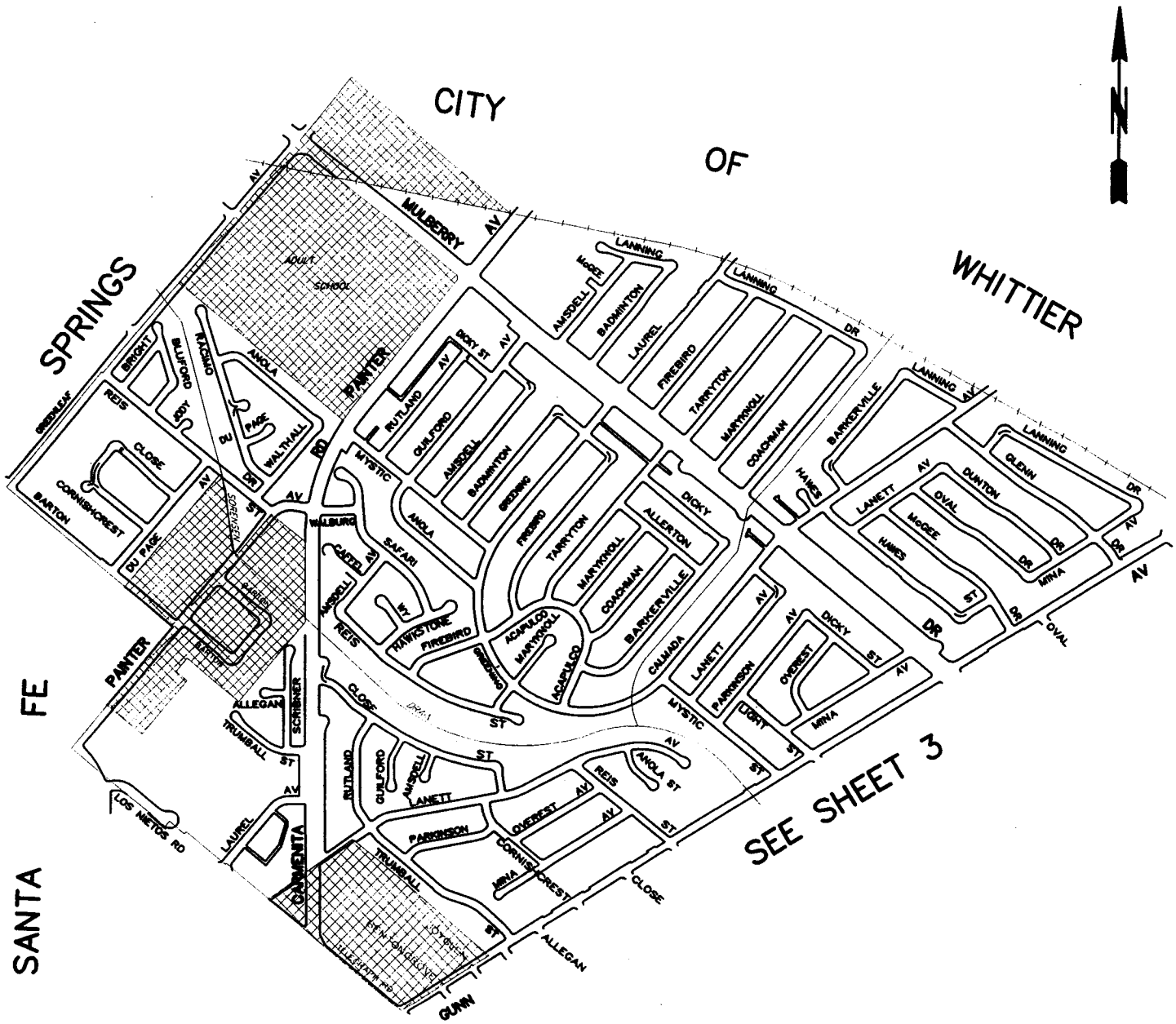
APPROVED JAMES A. NOYES DIRECTOR OF PUBLIC WORKS
BY J. M. Alexander DEPUTY DIRECTOR 2-6-02 DATE

SUBMITTED [signature] ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. 2/6/02 DATE

REFERENCES THOMAS GUIDE 676, 677, 706, 707 708, & 737
ROAD DISTRICT 146 & 446

REVIEWED NJM 2/4/02 Ron Lacayo for CHRIS RANSTEAD 2/4/02
DISTRICT ENGINEER-RD.MAINT.DIST. 4 DATE

PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 17 SHTS.
SRPatel	C58158	E. SHERWOOD	S. PATEL	DWG. NO. SWEEP-01

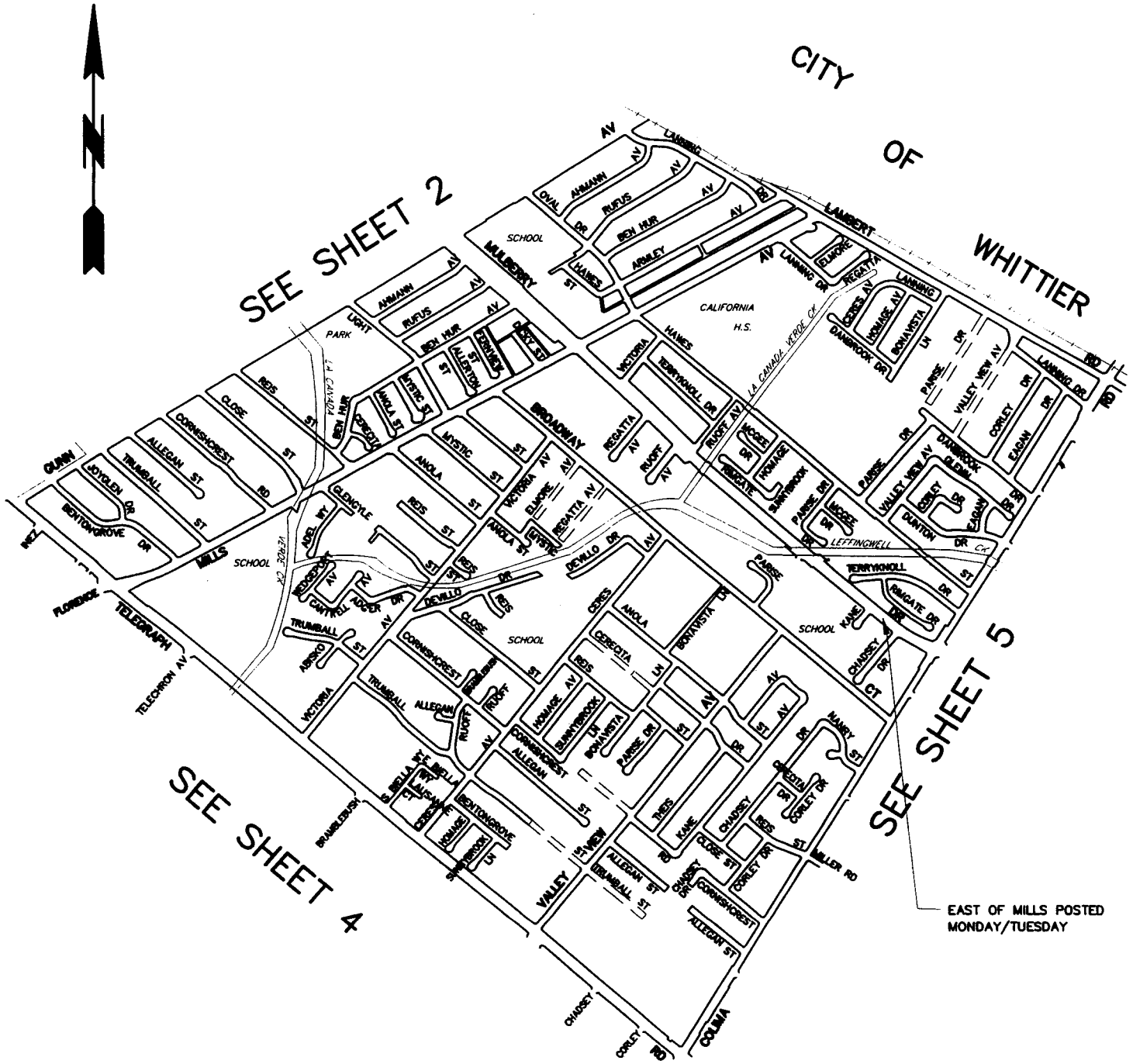


= Areas not part of sweeping contract

SEE SHEET 11 FOR SCHEDULE

T.G. 707

PROJECT ENGINEER C.E. NO. 3/28/01 C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 2 OF 17 SHTS. DWG. NO. SWEEP-02



SEE SHEET 11 FOR SCHEDULE

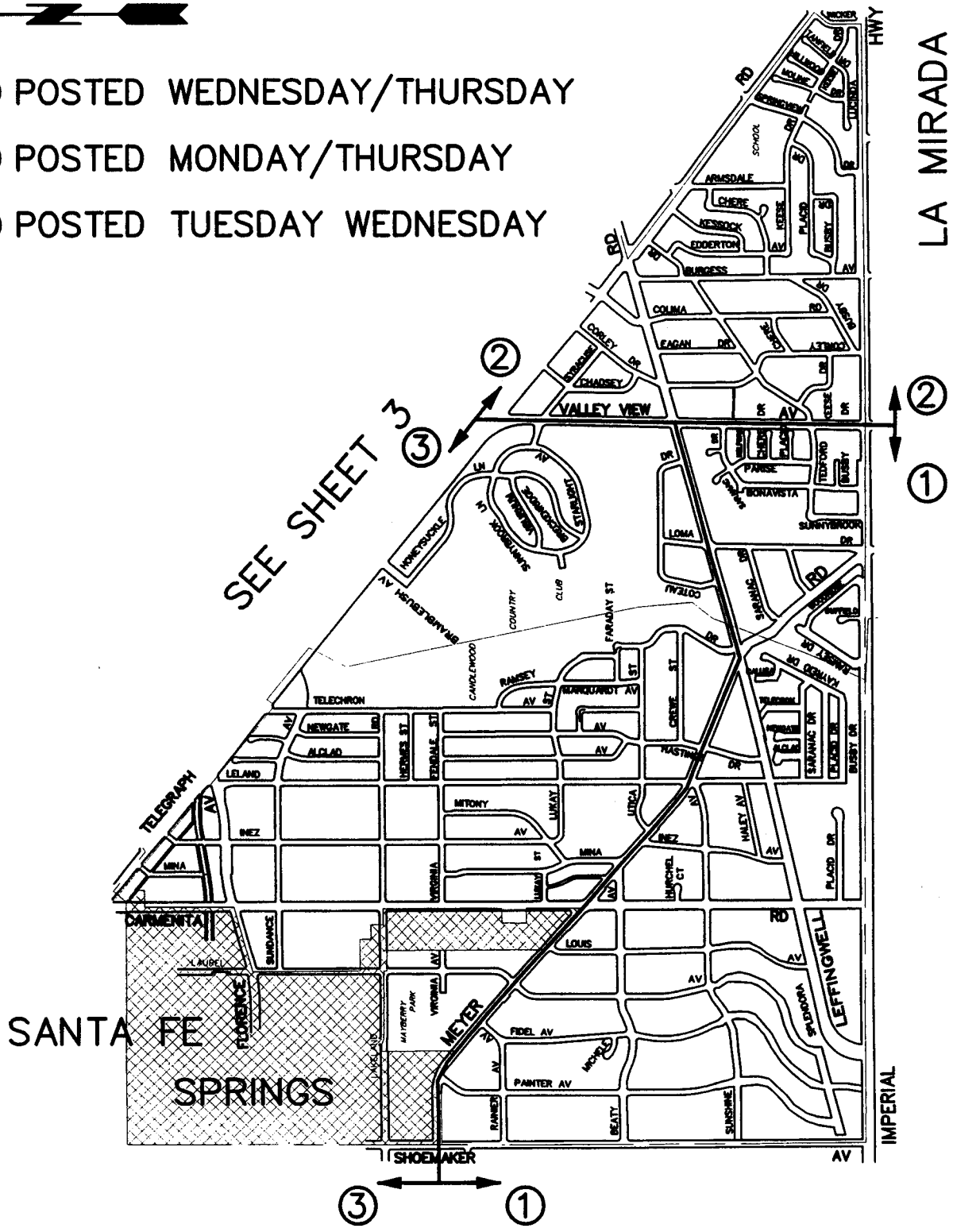
T.G. 707

PROJECT ENGINEER S.P.Patel C.E. NO. C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 3 OF 17 SHTS.
			DWG. NO. SWEEP-03

① POSTED WEDNESDAY/THURSDAY

② POSTED MONDAY/THURSDAY

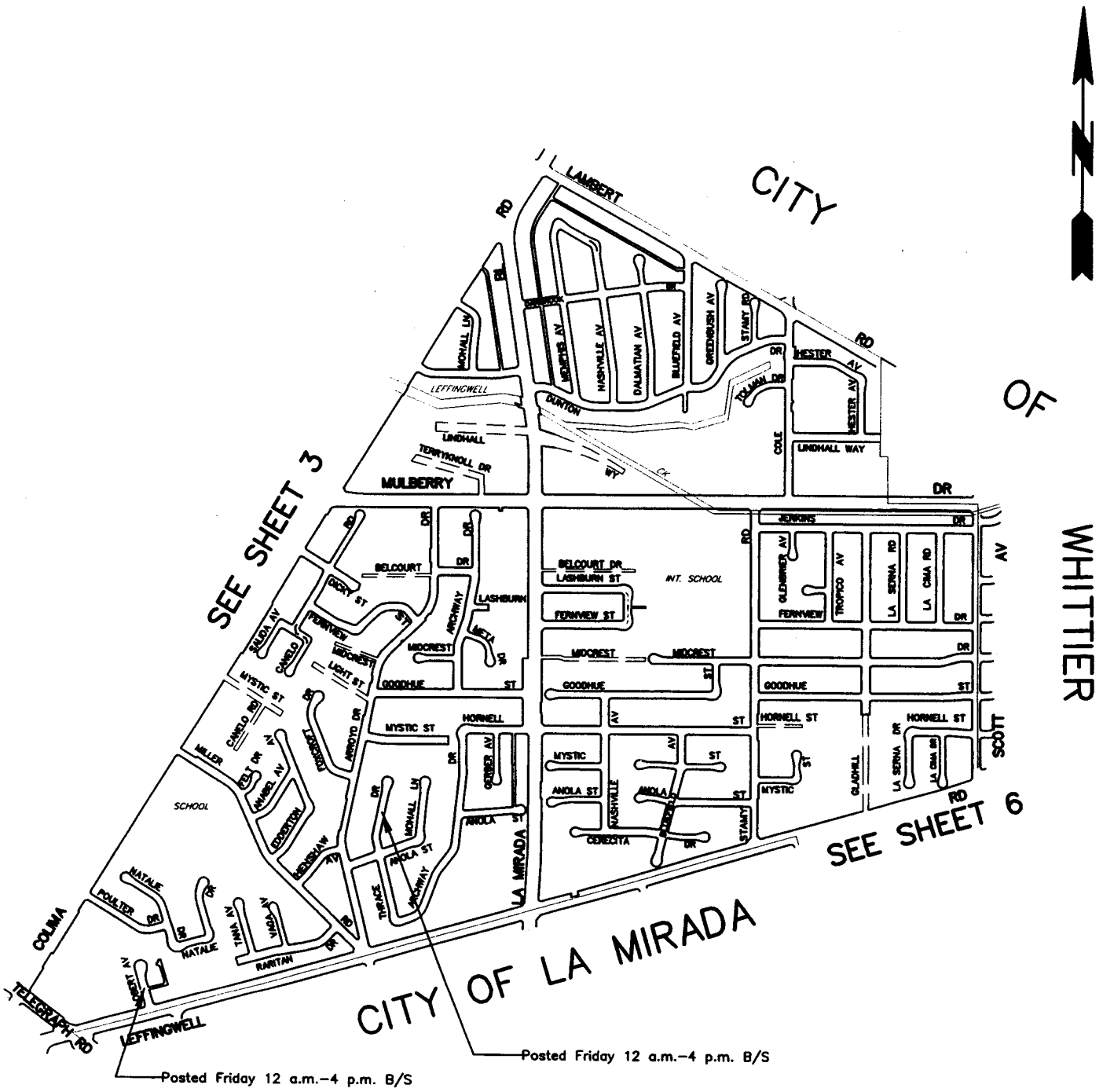
③ POSTED TUESDAY WEDNESDAY



SEE SHEET 11 FOR SCHEDULE

T.G. 707 & 737

PROJECT ENGINEER S.R. Patel C.E. NO. C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 4 OF 17 SHTS.
			DWG. NO. SWEEP-04



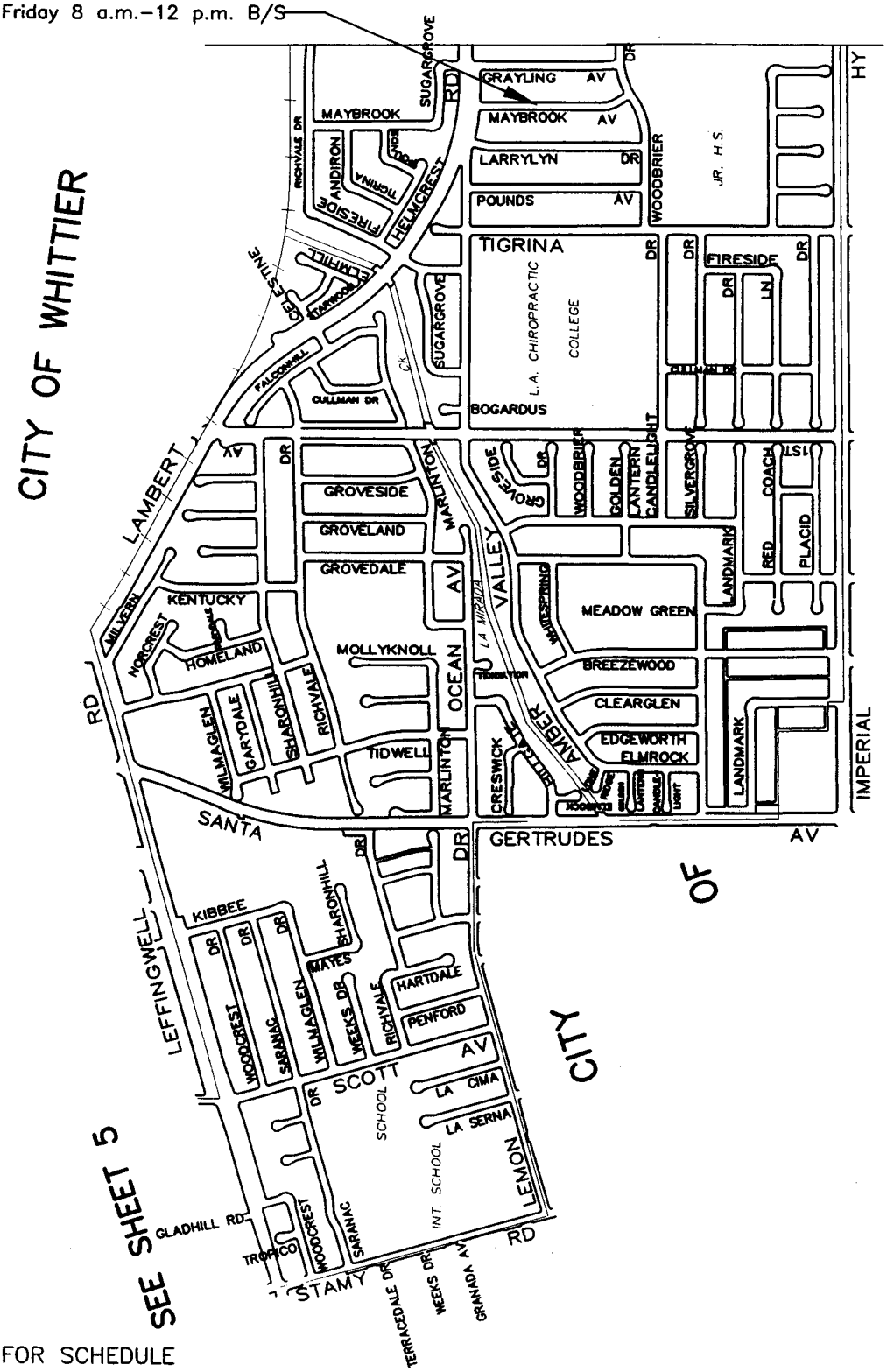
SEE SHEET 12 FOR SCHEDULE

T.G. 707

PROJECT ENGINEER S. Patel C.E. NO. C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 5 OF 17 SHTS.
			DWG. NO. SWEEP–05

COUNTY OF ORANGE

Posted Friday 8 a.m.–12 p.m. B/S

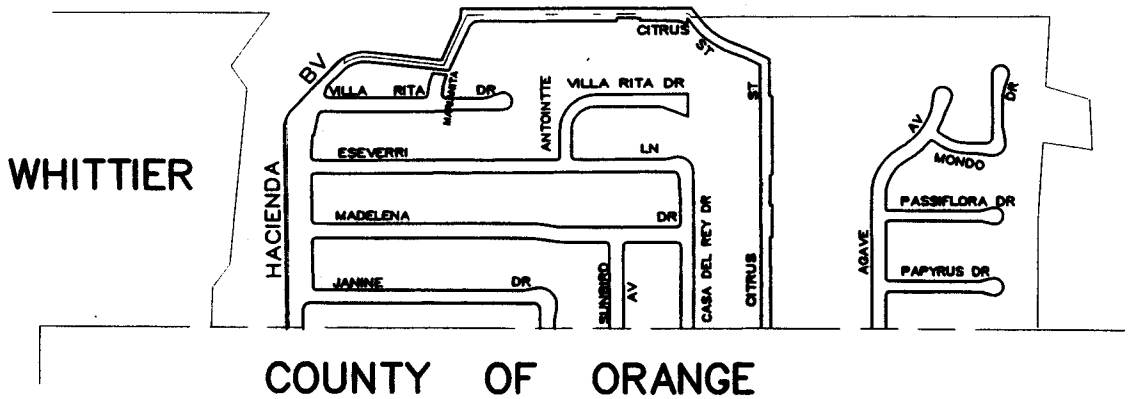


SEE SHEET 12 FOR SCHEDULE

T.G. 707 & 708

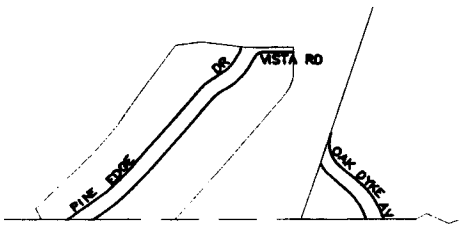
PROJECT ENGINEER C.E. NO. S. Patel C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 6 OF 17 SHTS. DWG. NO. SWEEP–06

CITY OF LA HABRA HEIGHTS



COUNTY OF ORANGE

LA HABRA HEIGHTS

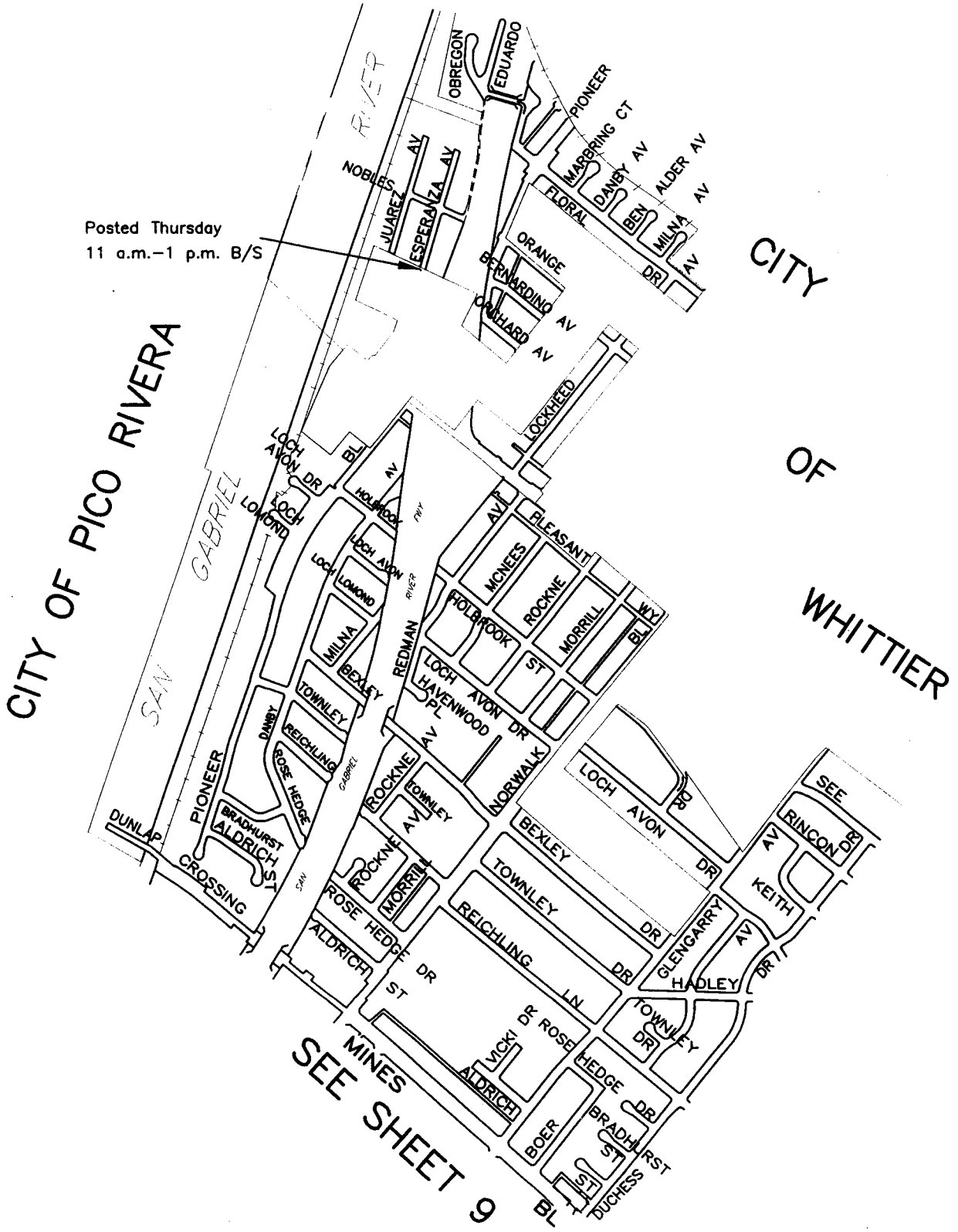


COUNTY OF ORANGE

SEE SHEET 12 FOR SCHEDULE

T.G. 708

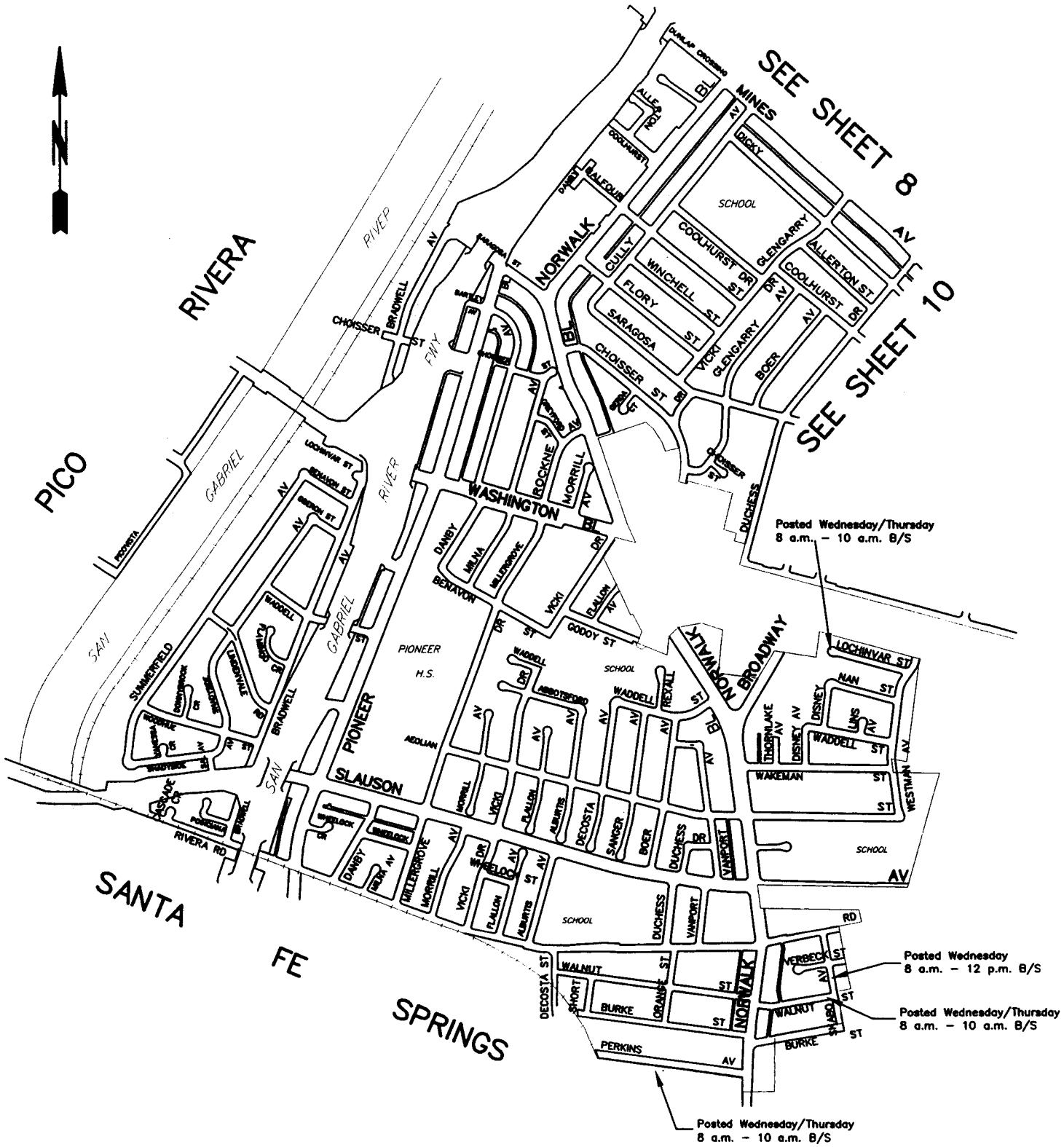
PROJECT ENGINEER S.P. C.E. NO. C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 7 OF 17 SHTS.
			DWG. NO. SWEEP-07



SEE SHEET 13 FOR SCHEDULE

T.G. 676 & 677

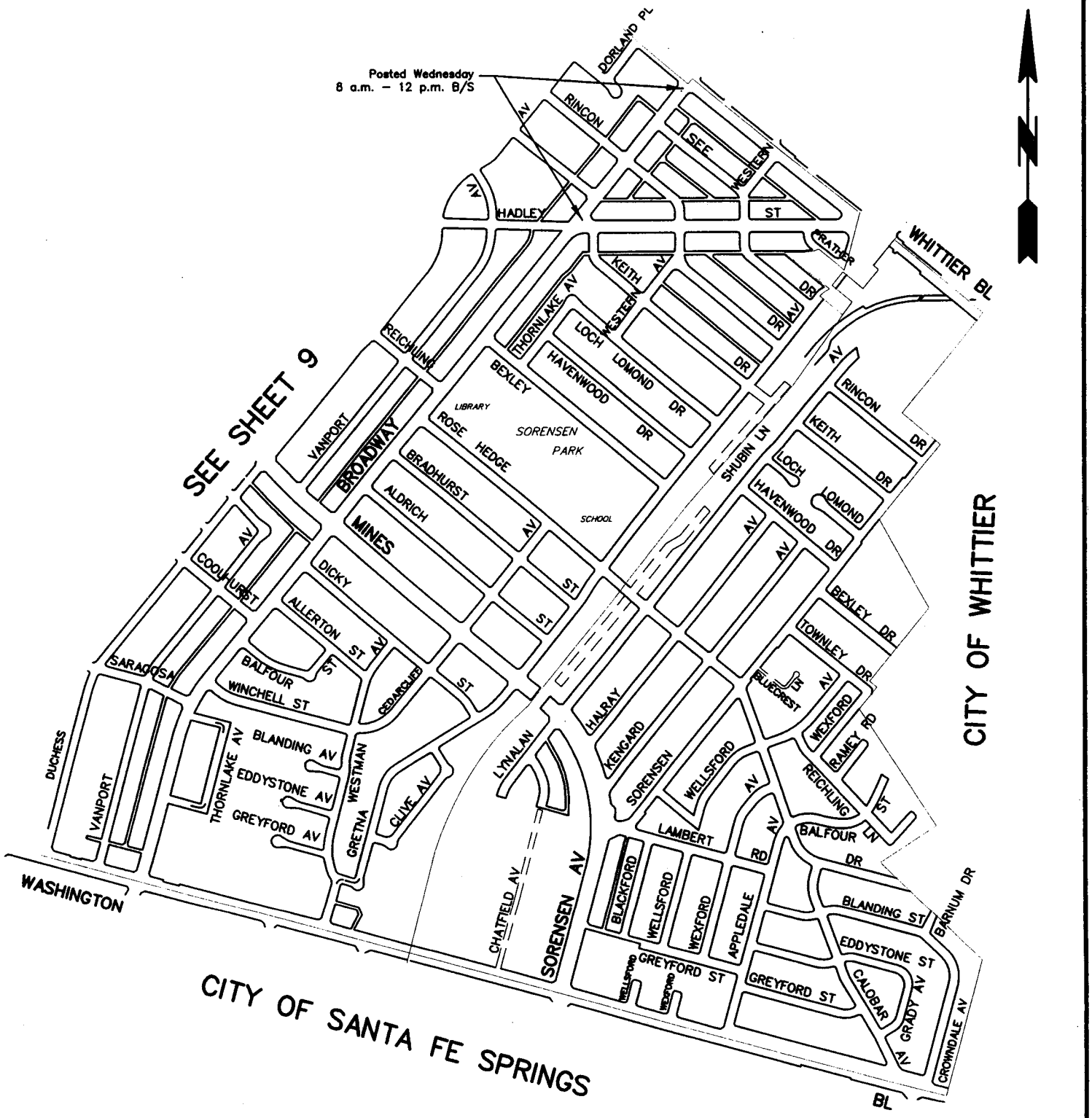
PROJECT ENGINEER C.E. NO. S. PATEL C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 8 OF 17 SHTS.
			DWG. NO. SWEEP–08



SEE SHEET 13 FOR SCHEDULE

T.G. 676 & 706

PROJECT ENGINEER S.Patel C.E. NO. C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 9 OF 17 SHTS.
			DWG. NO. SWEEP–09



SEE SHEET 13 FOR SCHEDULE

TG 676–677 & 707

PROJECT ENGINEER S. PATEL C.E. NO. C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 10 OF 17 SHTS.
			DWG. NO. sweep–10

DAYS & TIMES

SHEET 2

FRIDAY

*7:00 A.M. – 4:00 P.M.

SHEET 3

MONDAY

7:00 A.M. – 11:00 A.M.

TUESDAY

4:00 A.M. – 7:00 A.M.
7:00 A.M. – 11:00 A.M.

FRIDAY

*7:00 A.M. – 4:00 P.M.

SHEET 4

MONDAY

4:00 A.M. – 7:00 A.M.
12:00 P.M. – 4:00 P.M.

TUESDAY

4:00 A.M. – 7:00 A.M.
12:00 P.M. – 4:00 P.M.

WEDNESDAY

4:00 A.M. – 7:00 A.M.
7:00 A.M. – 11:00 A.M.
12:00 P.M. – 4:00 P.M.

THURSDAY

4:00 A.M. – 7:00 A.M.
7:00 A.M. – 11:00 A.M.
12:00 P.M. – 4:00 P.M.

NOTES:

- PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE
- ALL PUBLIC STREETS AND ALLEYS TO BE SWEPT ONCE PER WEEK AND MUST BE SWEPT WITHIN THE POSTED TIME FRAME

* AREAS NOT POSTED

PROJECT ENGINEER S.Patel C.E. NO. C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 11 OF 17 SHTS.
			DWG. NO. SWEEP-11

DAYS & TIMES

SHEET 5

FRIDAY

***7:00 A.M. – 4:00 P.M.**
12:00 A.M. – 4:00 P.M.

SHEET 6

FRIDAY

***7:00 A.M. – 4:00 P.M.**
8:00 A.M. – 12:00 P.M.

SHEET 7

FRIDAY

***7:00 A.M. – 4:00 P.M.**

NOTES:

- PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE
- ALL PUBLIC STREETS AND ALLEYS TO BE SWEPT ONCE PER WEEK AND MUST BE SWEPT WITHIN THE POSTED TIME FRAME

* AREAS NOT POSTED

PROJECT ENGINEER S.P. Patel C.E. NO. C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 12 OF 17 SHTS.
			DWG. NO. SWEEP-12

DAYS & TIMES

SHEET 8

WEDNESDAY

*7:00 A.M. – 4:00 P.M.

THURSDAY

*7:00 A.M. – 4:00 P.M.
11:00 A.M. – 1:00 P.M.

SHEET 9

WEDNESDAY

*7:00 A.M. – 4:00 P.M.
8:00 A.M. – 10:00 A.M.
8:00 A.M. – 12:00 P.M.

THURSDAY

*7:00 A.M. – 4:00 P.M.
8:00 A.M. – 10:00 A.M.

SHEET 10

WEDNESDAY

*7:00 A.M. – 4:00 P.M.
8:00 A.M. – 12:00 P.M.

THURSDAY

*7:00 A.M. – 4:00 P.M.

NOTES:

- PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE
- ALL PUBLIC STREETS AND ALLEYS TO BE SWEPT ONCE PER WEEK AND MUST BE SWEPT WITHIN THE POSTED TIME FRAME

* AREAS NOT POSTED

PROJECT ENGINEER S. Patel C.E. NO. C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 13 OF 17 SHTS.
			DWG. NO. SWEEP--13

ALLEYS

(TO BE SWEPT EVERY WEEK)

ALLEY LOCATION	LIMITS	PASS 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 Broadway	Alley N/o Hadley Street / Alley S/o Whittier Boulevard	0.25
Alley E/o Broadway	Bexley Drive / Keith Drive	0.30
Alley E/o Carmenita Road	Meyer Road / Lukay Street	0.27
Alley E/o Danby Avenue	Choisser Street / Pioneer Boulevard	0.29
Alley E/o Fernview Street	Ben Hur Avenue / Mills Avenue	0.23
Alley E/o Gretna Avenue	Washington Blvd / Alley N/o Washington Blvd	0.06
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 Norwalk Boulevard	Alley N/o Washington Boulevard / Flory Street	0.53
Alley E/o Norwalk Boulevard	BURKE Street / WALNUT Street	0.09
Alley E/o Norwalk Boulevard	Wakeman Street / 220' N/o Wakeman Street	0.08
Alley E/o Norwalk Boulevard	Walnut Street / Rivera Road	0.19
Alley E/o Norwalk Boulevard	400' S/o Balfour Street / Alley N/o Mines Boulevard	0.76
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 E/o Pioneer Boulevard	Orchard Avenue / Orange Drive	0.20
Alley E/o Pioneer Boulevard	Washington Blvd / 1320' N/o Washington Blvd	0.50
Alley E/o Pioneer Boulevard	850' S/o Holbrook Street / Holbrook Street	0.32
Alley E/o Sorensen Avenue	Greyford Street / Lambert Road	0.24
Alley E/o Santa Gertrudes Avenue	Alley S/o Landmark Drive / Landmark Drive	0.06
Alley N/o Hadley Street	Broadway / Alley S/o Whittier Boulevard	0.47
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 Mines Boulevard	Alley E/o Norwalk Boulevard / Glengarry Avenue	0.45

PROJECT ENGINEER S. Patel C.E. NO. C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 14 OF 17 SHTS.
			DWG. NO. SWEEP-14

Alley N/o Mines Boulevard	Alley W/o Duchess Drive / Duchess Drive	0.10
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 N/o See Drive	Alley S/o Hadley Street / Gretna Avenue	0.12
Alley N/o Washington Boulevard	Alley E/o Pioneer Boulevard / Danby Avenue	0.04
Alley N/o Washington Boulevard	Alley W/o Pioneer Boulevard / Pioneer Boulevard	0.05
Alley N/o Washington Boulevard	Gretna Avenue / Alley E/o Gretna Avenue	0.06
Alley N/o Washington Boulevard	Norwalk Boulevard / Alley E/o Norwalk Boulevard	0.05
Alley N/o Washington Boulevard	120' W/o Vanport Avenue / Broadway	0.14
Alley S/o Ben Hur Avenue	Alley E/o Fernview Street / Mulberry Drive SF	0.17
Alley S/o Hadley Street	Keith Drive / Prather Avenue	0.55
Alley S/o Holbrook Street	Pioneer Boulevard / Alley E/o Pioneer Boulevard	0.06
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 Mines Boulevard	Lynalan Avenue / Chatfield Avenue	0.25
Alley S/o Mines Boulevard	Cully Avenue / Broadway	0.83
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 Rincon Drive	Western Avenue / Gretna Avenue	0.31
Alley S/o See Drive	Alley E/o Broadway / Alley N/o Hadley Street	0.16
Alley S/o See Drive	Alley S/o Hadley Street / Gretna Avenue	0.27
Alley S/o Silvergrove Drive	W/o Breezewood Drive / E/o Breezewood Drive	0.47
Alley S/o Slauson Avenue	400' W/o Danby Avenue / 420' E/o Danby Avenue	0.31
Alley S/o Telegraph Road	W/o Mina Street / S/o Inez Street	0.38
Alley S/o Whittier Boulevard	Alley W/o Broadway / Hadley Street	0.50
Alley S/o Whittier Boulevard	160' W/o Redman Avenue / Redman Avenue	0.06
Alley S/o Whittier Boulevard	Pioneer Boulevard / 150' E/o Pioneer Boulevard	0.06
Alley W/o Breezewood Drive	Imperial Highway NF / Alley S/o Silvergrove Drive	0.28

PROJECT ENGINEER S. Patel C.E. NO. C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 15 OF 17 SHTS.
			DWG. NO. SWEEP-15

Alley W/o Broadway	Alley N/o Washington Blvd / Alley S/o Mines Boulevard	0.87
Alley W/o Broadway	Mines Boulevard / Alley S/o Whittier Boulevard	0.13
Alley W/o Clearglen Avenue	Alley N/o Imperial Highway / Alley S/o Landmark Drive	0.13
Alley W/o Duchess Drive	Mines Boulevard / Alley N/o Mines Boulevard	0.05
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
Alley W/o Norwalk Boulevard	Coolhurst Drive / 300' N/o Coolhurst Drive	0.11
Alley W/o Norwalk Boulevard	Loch Avon Drive / Pleasant Way	0.30
Alley W/o Norwalk Boulevard	Perkins Avenue / Rivera Road	0.39
Alley W/o Norwalk Boulevard	Rose Hedge Drive / Reichling Lane	0.15
Alley W/o Norwalk Boulevard	Slauson Avenue / Aeolian Street	0.17
Alley W/o Pioneer Boulevard	Obregon Street / 400' N/o Obregon Street	0.15
Alley W/o Pioneer Boulevard	Rivera Road / 500' N/o Rivera Road	0.19
Alley W/o Pioneer Boulevard	Waddell Street / 540' N/o Waddell Street	0.20
Alley W/o Pioneer Boulevard	Washington Boulevard / Alley N/o Washington Boulevard	0.32
Alley W/o Pioneer Boulevard	380' S/o Bartley Avenue / Bartley Avenue	0.14

TOTAL PASS MILES: 19.17

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

STREET NAME	LIMITS	SIDE	CURB MILES
Bradwell Avenue	Saragosa Street/100' N/o Saragosa Street	B/S	0.04
Bramblebush Avenue	Honeysuckle Ln/Telegraph Road	B/S	0.13
Broadway	Norwalk Boulevard/60' N/o Norwalk Boulevard	B/S	0.03
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

PROJECT ENGINEER S. PATEL C.E. NO. C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID RMD4406001	SHEET 16 OF 17 SHTS.
			DWG. NO. SWEEP-16

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
Norwalk Boulevard	Broadway/100' N/o Broadway	B/S	0.04
Obregon Street	San Gabriel River Fwy/50' E/o San Gabriel River Fwy	B/S	0.03
Painter Avenue	Mystic Street/R.R. Track	B/S	0.74
Pioneer Boulevard	Washington Boulevard/Slauson Avenue	B/S	0.98
Slauson Avenue	300' W/o Sal Avenue/Danby Avenue	B/S	0.63
Sorensen Avenue	Washington Boulevard/300' N/o Washington Boulevard	B/S	0.11
Telegraph Road	Carmenita Road/220' S/o Leffingwell Road	B/S	3.18
Valley View Avenue	Telegraph Road/Imperial Highway	B/S	1.30
Washington Boulevard	300' W/o San Gabriel River Fwy/200' E/o Pioneer Blvd	B/S	0.37
Washington Boulevard	Broadway/Appledale Avenue	N/S	0.74

TOTAL CURB MILES: 27.83

SUMMARY OF CURB AND PASS MILES

TYPE	MILES
Streets and Highways	349.25
Raised Curbed Medians	27.83
Paved Alleys	19.17
TOTAL MILES:	396.25

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS FOUND ON SHEETS 2 THROUGH 10 ARE TO BE SWEPT WEEKLY.

PROJECT ENGINEER S. Patel C.E. NO. C58158	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS		
DESIGNER E. SHERWOOD	ROAD MAINTENANCE DIVISION	JOB NAME SOUTH & WEST WHITTIER STREET SWEEPING	
		LIMITS AS SHOWN	
CHECKER S. PATEL	SCALE NONE	PROJECT ID **RMS4406001**	SHEET 17 OF 17 SHTS.
			DWG. NO. SWEEP-17

LOS ANGELES COUNTY CODE

Chapter 2.201

Living Wage Program

2.201.010 Findings. The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions. The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect. This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rates set under this chapter. The rates shall be $8.32 per hour with health benefits, or $9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $1.14 per hour towards the provision of bona fide health care benefits for each

employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer'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.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the

implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited. No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights. In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contact; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter, a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and Remedies. For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501 (c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which 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.(Ord. 99-0048 § 1 (part), 1999.)

2.201.100 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. 99-0048 § 1 (part), 1999.)

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2/14/01

EXHIBIT C

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP 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 by the date identified in the RFP. 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.

Company Name: Nationwide Environmental Services div. Joe's Sweeping, Inc.			
Company Address: N/A Not Exempt			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim)* and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) *(attach IRS Determination Letter)*.

- ☐ My business is a Small Business **(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)** 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 proposed contract amount; **OR**

  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the 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 or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

EXHIBIT E

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:

☒ I have read the provisions of the RFP 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 Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ 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.)

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during 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.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Never Samuelian
Owner's/Agent's Authorized Signature

Never Samuelian - President
Print Name and Title

Nationwide Environmental Services
Print Name of Firm

January 14, 2003
Date

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

EXHIBIT E

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
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):

N/A

☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Nationwide Environmental Services	Print Name of Owner: Never Samuelian
Print Address of Firm: 11914 Front Street	Owner's/AGENT's Authorized Signature:
City, State, Zip Code Norwalk, CA 90650	Print Name and Title: Never Samuelian -President

Public Entity Name	
Public Entity Address:	Street Address: City, State, Zip:
Case Number/Date Claim Opened:	Case Number: Date Claim Opened:
Name and Address of Claimant:	Name: Street Address: 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.

LOS ANGELES COUNTY CODE

Chapter 2.202
Determinations of Contractor Non-Responsibility and Contractor Debarment

2.202.010 Findings and declarations. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honest; or (3) made or submitted a false claim against the county or any other public entity.

C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of

supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors.

A. The county may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the county.

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

C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present

witnesses, and offer rebuttal evidence at the hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making any debarment decision. Upon a debarment finding by the board of supervisors, the county shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the county, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption. In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

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GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS EXHIBIT G

COUNTY DETERMINATION	RANGE OF DEDUCTION
Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____	(Deduction is taken from the maximum evaluation points available)

	Proposer Fully Disclosed	Proposer *Did Not* Fully Disclose
MAJOR **County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.***	**8 - 10%** **Consider investigating a finding of proposer non-responsibility****	**16 - 20%** **Consider investigating a finding of proposer non-responsibility****
SIGNIFICANT **County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.***	**4 - 7%**	**8 - 14%** **Consider investigating a finding of proposer non-responsibility****
MINOR **County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.***	**2 - 3%**	**4 - 6%**
INSIGNIFICANT **County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.***	**0 - 1%**	**1 - 2%**
NONE **County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.***	**0**	**N/A**

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

EXHIBIT H

COUNTY OF LOS ANGELES

NOTICE TO EMPLOYEES
COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time employee and perform any service to the County under this contract, you must be paid a "living wage."

THESE ARE YOUR RIGHTS. . .

Living Wage
If you are a full-time employee, you must be paid:

- Not less than the living wage rate of $8.32 per hour and your employer pays at least $1.14 per hour towards health benefits, **OR**
- Not less than the living wage rate of $9.46 per hour:
  1. If your employer does not provide you with health benefits **OR**
  2. If your employer pays less than $1.14 per hour towards your health benefits.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

Worker Retention
If the County of Los Angeles terminates its contract with your current employer before the contract's expiration and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federal Earned Income Tax Credit
You may be eligible to apply for the Federal Earned Income Tax Credit and receive up to $3,756 a year if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

You May Report Living Wage Violations to:

_____	_____
County Department Administering this Contract	County Department Phone Number

OR

Office of Affirmative Action Compliance
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243

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EXHIBIT I.1

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT I.3

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

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

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ADDITIONAL INFORMATION

Attached is the Small Business Certification from the State of California.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE 06/01/2003

DATE (MM/DD/YY) 10/16/2002

PRODUCER
Lockton Insurance Brokers, Inc.
725 S. Figueroa Street, 35th Floor
Los Angeles CA 90017
(213) 689-0065

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
1026052
Nationwide Environmental Services, Inc.
DBA: Joe's Sweeping, Inc.
11914 Front Street
Norwalk CA 90650

INSURER A: Hartford Fire Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES N4

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	16UUNSV5021	06/01/2002	06/01/2003	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	16UUNSV5021	06/01/2002	06/01/2003	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	GARAGE LIABILITY [ ] ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] UMBRELLA FORM [X] RETENTION $ 10,000	16HHUSV5021	06/01/2002	06/01/2003	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	16WESSV5022	06/01/2002	06/01/2003	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
10 Day Notice of Cancellation for Non-Payment of Premium County of Los Angeles, Department of Public Works are named as additional insured.
Re: South and West Whittier street sweeping. **10 day notice will apply for non payment of premium.**

CERTIFICATE HOLDER [X] ADDITIONAL INSURED; INSURER LETTER: ____
1389104
County of Los Angeles
Department of Public Works
900 S. Fremont Ave.
Alhambra CA 91803-1331

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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STAFFING

Executive Staffing:

Never Samuelian	President/Treasurer
Joe Samuelian	Vice President
Ani Samuelian	Administrator
Suzy Samuelian	Corporate Secretary
Vart Samuelian	General Manager
Nejteh Der Bedrossian	Operations Manager
Gary Der Bedrossian	Field Operations Supervisor

Administrative Staffing: 3 - clerical personnel positions

Operational Staffing: 65 - Fleet Service Operators

WORK PLAN OF ACTION/APPROACH

Nationwide Environmental Services general work plan to meet street sweeping requirements for the County of Los Angeles incorporates a well-managed administration and operational structure supported by interdepartmental team work. NES field operation's manager will meet with the County representative to examine and evaluate the sweeping schedule according to the contract specifications, routes, and street maps. ***NES is very familiar with South & West Whittier, as we have been providing street sweeping services for the past six years.*** NES is very aware of the cleaning needs and service requirements expected to maintain South & West Whittier. Our sweeping practices include: picking up mud, dirt, sand, silt, paper, leaves, grass, miscellaneous debris and standing water. NES provides consistent and thorough sweeping services, thereby, ensuring not only a cleaner environment in which to reside and work, but additionally, assists communities in diverting debris from storm drain systems.

Furthermore, all employees are trained and expected to make a "Clean Sweep" (i.e., passes required to eliminate debris from all areas) of all streets. All employees fully understand their responsibilities and any debris not picked up by the street sweeper will be hand swept by our driver before leaving the area. At NES all our employees are motivated, trained and experienced in providing excellent services.

NES executives and management teams are dedicated to provide the best possible service available within the sweeping service industry. The operation's manager assures each employee understands their daily routes and monitors the employees performance regularly. There will be six full-time employees of NES working on this project and earning a minimum of $9.46 per hour.

Additionally, all NES employees are required to complete daily reports that include all details of the days operations, including indicating any problems that they may have encountered during their shift. Those reports are reviewed daily by our management team and immediate action is taken to resolve any and all problems. Furthermore, our supervisors are in the field everyday to monitor and inspect the sweeping performance of each of our vehicles and drivers. Weekly management meetings with the executive staff ensures optimum coordination to address any concerns that may have occurred and issue resolution.

It is always our policy to work closely with our clients. Our operation's manager will frequently contact County representatives to review the performance of our sweeping services, and discuss openly any complaints received and the necessary steps we are prepared to take to resolve the complaint.

SUBCONTRACTORS

There will be no subcontractors employed on this project.

COMPLIANCE TO RULE 1186 & 1186.1

NES is in compliance with all SCAQMD rules and regulations and will utilize alternative fuel street sweepers for this project.

State of California • Department of General Services • Gray Davis, Governor
PROCUREMENT DIVISION
Office of Small Business and DVBE Certification
707 Third Street, 1st Floor, Room 400 • PO Box 989052
West Sacramento, California 95798-9052 • (800) 559-5529

SB APP 20021002

October 2, 2002

REF# 0030013
JOE'S SWEEPING INC DBA J N L BUILDING SERVICES
11914 FRONT ST
NORWALK CA 90650

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification period

Your certification period for each business type is:

Industry	From	To
CONSTRUCTION	10/01/2002	09/30/2004
SERVICE	10/01/2002	09/30/2004

Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Certification (OSDC), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDC, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Self-Maintained Online Profile

Within about a week of your certification, you will be contacted by Cordoba Corporation regarding the set-up of your online certification information profile. Cordoba is assisting the Department of General Services in maintaining the keyword search portion of our Internet-based certified firm query system. You will receive notification either by e-mail, fax, or regular mail. You will be given your logon User ID, password, and instructions to access your online profile.

Once you are properly accepted into the system, you can update your online profile 24 hours a day, including our new keyword feature! With this new keyword feature, you choose the keywords which best identify your specialties and help potential business partners better locate your firm under our Keyword Search query. Other important information can be updated in your online profile as well, including your password, mailing and principal office address, phone numbers, e-mail and webpage information, and service areas.

If you have not received notification from Cordoba or require more information about the online profile system, please contact Cordoba by phone at 213.895.0224, by fax at 213.895.6677 (Monday through Friday, 8 am to 5 pm), or by email at osbcrupdate@cordobacorp.com.

Prompt Payment Rubber Stamp

The Prompt Payment Act requires state agencies to pay the undisputed invoices of certified small businesses and registered nonprofit organizations on a timely basis. Prompt payment is reinforced by adding interest penalties for late payment. Covered under the Act are certified small businesses that are either a service, manufacturer, or non-manufacturer firm, and nonprofit organizations registered with OSDC.

Compensation on late or unpaid progress payments for certified construction firms is addressed in Public Contract Code, Section §10261.5.

Use of the prompt payment rubber stamp alerts state agencies of a firm's certified small business or registered nonprofit status.

Ordering a rubber stamp

To purchase a prompt payment rubber stamp, submit the enclosed Prompt Payment Rubber Stamp Order Form along with your payment to FRS Marking Devices, 1730 H Street, Fresno, CA, 93721.

Reporting Business Changes

You must keep OSDC informed of your firm's current business status and information at all times. The enclosed "Certification Information Change Form" enables you to report to us certain business changes as they occur. The Change Form must be signed by an owner or officer and may be faxed or mailed. You may use the form to report the following changes:

- Business name
- Mailing address
- Principal office address
- Contact information
- Owner's/officer's home address
- Add or delete Standard Industrial Classification (SIC) codes
- Service area(s) [where your firm is able to do business]
- Add Construction business type
- Change contractor's license classification codes
- Request to terminate your certification

If you wish to add the Service, Non-Manufacturer, or Manufacturer business type(s) to your certification, please contact our office at the above phone number or address.

Other changes that require OSDC to re-evaluate your eligibility based on a new structure, function, and/or new business relationships must be reported by **completing and submitting a new certification application.** You may download the application from our website at www.dgs.ca.gov/osbcr, or call our office at 800.559.5529 or

916.375.4940. Instances that require a new application include the following:

- Certification expiration or revocation
- A change in ownership
- A business structure change from your current ownership type, to a sole properietorship, partnership, corporation, limited liability company, limited liability partnership, or joint venture
- Adding disabled veteran business enterprise (DVBE) certification to your existing status
- Acquistion of a new affiliate

Proof of Eligibility

Maintain this original certification letter for future business needs. To demonstrate your firm's small business eligibility, include a copy of this letter in your state contract bid submittals.

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for state officers, state employees or former state employees.

Certification Renewal

A renewal application will be mailed to you prior to the expiration of your small business certification. If you do not receive an application, please call us so that you may timely renew your certification.

If you have any questions, please contact me at 800.559.5529 or 916.375.4940, by e-mail yolanda.tutt@dgs.ca.gov, or by fax 916.375.4950. The Procurement Division oversees many programs to further state contracting participation. For more information regarding these programs, visit our website at www.dgs.ca.gov/osbcr, or visit the Procurement Division's website at www.dgs.ca.gov/pd.

Sincerely,

Yolanda Tutt
Certification Officer
Office of Small Business and DVBE Certification

BALANCE SHEET - MARKED CONFIDENTIAL HAS BEEN REMOVED

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Name of Proposer's Health Plan: _____

(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 PROPOSER'S PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	$	
Employee + 1 dep.	Y N	$	
Employee + 2 dep.	Y N	$	
Employee + 3 dep.	Y N	$	
Proposer's portion of above health premium payment			
Employee only	Y N	$	
Employee + 1 dep.	Y N	$	
Employee + 2 dep.	Y N	$	
Employee + 3 dep.	Y N	$	
Any Annual Deductible?			
Per Person	Y N	$	
Per Family	Y N	$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	$	
Per Family	Y N	$	
Any Lifetime Maximum?			
Per Person	Y N	$	
Per Family	Y N	$	
Ambulance coverage	Y N	$	
Doctor's Office Visits	Y N	$	
Emergency Care	Y N	$	
Home Health Care	Y N	$	
Hospice Care	Y N	$	
Hospital Care	Y N	$	

ITEMS	DOES THE PROPOSER'S PLAN COVER (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Immunizations	Y N	$	
Maternity	Y N	$	
Mental Health	Y N	$	
Mental Health In-Patient Coverage	Y N	$	
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	
Prescription Drugs	Y N	$	
Routine Eye Examinations	Y N	$	
Skilled Nursing Facility	Y N	$	
Surgery	Y N	$	
X-Ray and Laboratory	Y N	$	

Under this health plan, a full time employee:

Become eligible for health insurance coverage after _____ days of employment.

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

OTHER BENEFITS:

A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

E. NUMBER OF PAID HOLIDAYS PER YEAR IS _____ DAYS.