



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE

April 09, 2024

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

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

56 April, 9, 2024

JEFF LEVINSON  
INTERIM EXECUTIVE OFFICER

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
STREET SWEEPING SERVICES FOR THE  
UNINCORPORATED COUNTY AREA OF SOUTH WHITTIER  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

## SUBJECT

Public Works is seeking Board approval to award a services contract to Arakelian Enterprises, Inc., dba Athens Services, for street sweeping services for the unincorporated County area of South Whittier.

## **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair to execute the contract to Arakelian Enterprises, Inc., dba Athens Services, for street sweeping services for the unincorporated County area of South Whittier. This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$6,508,399.

4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Arakelian Enterprises, Inc., dba Athens Services, has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.

5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for disposal and fuel adjustments cost in accordance with the contract.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will award a services contract to Arakelian Enterprises, Inc., dba Athens Services, to provide street sweeping services to maintain the streets, alleys, and curbed medians within the unincorporated County area of South Whittier. The service will help mitigate roadside debris and pollutants that would otherwise enter the storm drain system and provide a healthy, safe, and clean environment that uplifts the unincorporated area of South Whittier.

The current contract will expire on April 30, 2024. The award of this contract will continue the current services by the recommended contractor.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner.

The recommended actions allow the County to reduce stormwater pollution while improving the environmental and social well-being of our communities so that they may thrive now and into the future.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

These amounts are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The terms and sums for each term of the maximum contract period, if all optional renewal periods are exercised, are as follows:

The sum for the initial term is \$1,100,190.

The sum for the first option term is \$1,155,160.

The sum for the second option term is \$1,213,030.

The sum for the third and final option term is \$1,273,642.

The sum for the month-to-month option to extend up to 6 months is \$636,821.

Any unused authorized amounts up to 25 percent from the previous contract's terms will roll over into subsequent renewal terms. The maximum potential contract sum is \$6,508,399 for the maximum contract term of 54 months. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding. The total maximum potential contract sum includes 10 percent of the annual amount for disposal and fuel cost adjustments and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Funding for these services is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contract's option years, disposal and fuel adjustments, and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor, Arakelian Enterprises, Inc., dba Athens Services, is located in the City of Industry. This services contract will commence on May 1, 2024, for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel has approved the recommended contract, which has been executed by Arakelian Enterprises, Inc., dba Athens Services (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

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

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

The contractor has agreed to pay its employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. In addition, the contractor understands and agrees that the contracted work involves "public works" as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that it will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector. The Auditor-Controller has reviewed these calculations and concurs.

## **ENVIRONMENTAL DOCUMENTATION**

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

## **CONTRACTING PROCESS**

In 2015, 2017, 2019, 2021, and 2022, notices of the Request for Statement of Qualifications (RFSQ) were placed on the "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, and La Opinión. Also, Public Works informed 1,460 registered Local Small Business Enterprises, 180 Disabled Veteran Business Enterprises, 168 Social Enterprises, 1,013 Community Business Enterprises, independent contractors, various business development centers, and municipalities about this business opportunity. The RFSQ is currently open continuous.

The Statement of Qualifications were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an Evaluation Committee consisting of Public Works staff utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation from 2015 to present, one of the seven Statement of Qualifications did not receive a score of equal to or above the evaluation's minimum passing score and was ineligible to be placed on the Qualified Contractors List. The remaining six SOQs received a passing score and were placed on the Qualified Contractors List.

On December 28, 2022, Public Works e-mailed a notice of the Invitation for Bids to the six vendors on the Qualified Contractors List that resulted from the RFSQ for street sweeping services in the unincorporated area of South Whittier.

On February 8, 2023, two bids were received. The bids were evaluated based on the price category. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, responsive, responsible, and lowest cost contractor, Arakelian Enterprises, Inc., dba Athens Services, located in the City of Industry, California.

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

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

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

**CONCLUSION**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA, PE

Director

MP:SK:ao

Enclosures

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

**ENCLOSURE**

April 9, 2024

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
STREET SWEEPING SERVICES FOR THE  
UNINCORPORATED COUNTY AREA OF SOUTH WHITTIER  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

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

[2024.04.09 Street Sweeping SW \(FTP Large Enc\)](#)

# Agreement



79535

BY AND BETWEEN

LOS ANGELES COUNTY PUBLIC WORKS

AND

ARAKELIAN ENTERPRISES, INC.  
dba ATHENS SERVICES

FOR

STREET SWEEPING SERVICES FOR THE UNINCORPORATED  
COUNTY AREA OF SOUTH WHITTIER (BRC0000409)

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AGREEMENT FOR  
STREET SWEEPING SERVICES FOR THE UNINCORPORATED COUNTY  
AREA OF SOUTH WHITTIER (BRC0000409)

THIS AGREEMENT, made and entered into this 9th day of April, 2024, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Arakelian Enterprises, Inc. dba Athens Services, a California Corporation, located at 14048 East Valley Boulevard, City of Industry, CA 91746, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 8, 2023, hereby agrees to provide services as described in this Contract for Street Sweeping Services for The Area Of South Whittier.

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit A.2, Schedule of Prices; Exhibit A.3, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1, Performance Requirements Summary; Exhibit G.1, Sample Fuel Adjustment Calculation; and Exhibit H, Vicinity Maps for Street Sweeping Services; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications; Addenda to the Request for Statement of Qualifications; and the Invitation for Bids, including its exhibits and addenda, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Forms PW-2.1 through PW-2.5, an amount not to exceed the maximum potential contract sum of \$6,508,399 for the entire contract period, or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$1,100,190; the sum for the first optional term is \$1,155,159.20; the sum for the second optional term is \$1,213,030; the sum for the third and last optional term is \$1,273,641.20; and a month-to-month extension up to 6 months at the PW-2.4 rates for \$636,820.60.

FOURTH: This Contract's initial term shall be for a period of one year commencing on May 1, 2024, or Board approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract's term for up to three additional one-year periods and six month-to-month extensions, for a maximum total potential Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this

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

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

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

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

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

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

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

TENTH: No cost-of-living adjustment shall be granted for the optional renewal periods.

ELEVENTH: The Director may adjust five percent of the hourly rate of compensation set forth in the applicable Forms PW-2.1 through PW-2.5 (Schedule of Prices) based on the increase or decrease in the negotiated fuel price during the term of this Contract, whenever

there is a renegotiation of the Contractor's fuel prices with the fuel suppliers. The Contractor agrees to provide Public Works with a copy of its current long-term fuel purchasing agreements and each new fuel agreement, whenever the(se) agreement(s) is/are renegotiated during the term of this Contract. Such copies, when marked "Confidential" by the Contractor, shall be treated by the County as confidential in accordance with the Contract requirements. The percentage change in the fuel price shall be obtained using the fuel prices listed in the long-term agreement on the proposal submission date and whenever there is a change in the long-term fuel price. A sample calculation is included in Exhibit G. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit G. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in revenue service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using a long-term agreement to purchasing fuel utilizing Market Prices.

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

THIRTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A.1 through H, inclusive, the COUNTY'S provisions shall control and be binding.

FOURTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic

signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

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

[illegible]

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.



ATTEST:

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

By

Cnstal  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By

M. Ambrose  
Deputy

Margaret Ambrose  
Type/Print Name

COUNTY OF LOS ANGELES

By

[Signature]  
Chair, Board of Supervisors

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

56 April 9, 2024

[Signature]

JEFF LEVINSON  
INTERIM EXECUTIVE OFFICER

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

JEFF LEVINSON  
Interim Executive Officer  
Clerk of the Board of Supervisors

By

Cnstal  
Deputy  
ARAKELIAN ENTERPRISES, INC.  
dba Athens Services

By

[Signature]  
Its President

Ron Arakelian, Jr.  
Type/Print Name

By

[Signature]  
Its Secretary

Michael Arakelian  
Type/Print Name

## ACKNOWLEDGMENT

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

State of California  
County of Orange )

On January 9, 2024 before me, Kelly Burdg, Notary Public  
(insert name and title of the officer)

personally appeared Ron Arakelian, Jr ; Michael Arakelian,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in  
~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

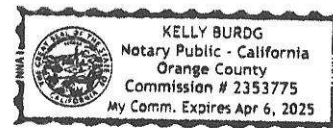
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## SCOPE OF WORK

STREET SWEEPING SERVICES FOR THE UNINCORPORATED COUNTY AREA OF  
SOUTH WHITTIER (BRC0000409)A. Public Works Contract Manager

Public Works' Contract Manager will be: Mr. Brian Le of Road Maintenance Division's Road Maintenance District 1 who may be contacted at (562) 869-1176, e-mail address: [ble@dpw.lacounty.gov](mailto:ble@dpw.lacounty.gov), Monday through Thursday, 6:30 a.m. to 4:00 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Exhibit H, Vicinity Maps for Street Sweeping Services, provides a more detailed outline of each street sweeping area's limits, including locations of streets and alleys included in the service area.

C. Request of Work from Contractor

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

D. Contract Cost

All services required in this Exhibit A.1, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2.1 through PW-2.5, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

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

Sweeping a street shall normally consist of a single pass, both brooms down, at a maximum speed of not more than 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, both brooms down, on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than 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 Contract Manager, in accordance with this Exhibit's paragraph I, Standard of Performance, below, Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

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

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

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

#### Residential Street Sweeping

All streets classified as Residential Streets shall be swept weekly as shown in Exhibit H, Vicinity Maps for Street Sweeping Services.

#### Majors and Secondary Street Sweeping

All streets classified as Majors and Secondary Streets shall be swept weekly as shown in Exhibit H, Vicinity Maps for Street Sweeping Services.

F. Work Schedule

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

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the Contract Manager. Changes in the schedule for the convenience of Contractor will require approval by the Contract Manager prior to being included in the work.

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

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

G. Alternate Day Sweeping Schedule

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

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

H. Holidays

No scheduled sweeping shall be done on the following days unless requested by the Contract Manager:

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

There shall not be any makeup sweeping for holidays, unless ordered by the Contract Manager.

I. Standard of Performance

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

J. Contractor's Sweepers Mandatory Requirements

The sweeper's quantity and specification utilized in this service shall be stated on the Statement of Equipment Form (Form PW-19.1).

K. Disposal of Refuse and Debris

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

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

L. Utilities/Water

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

M. Storage Facilities

The County will not provide storage facilities for the Contractor.

N. Right of Way

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

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

O. Authority of Board and Contract Manager

The County of Los Angeles Board of Supervisors (Board) has the final authority in all matters affecting the work. Within the scope of this Contract, the Contract Manager has the authority to enforce compliance with these Contract specifications. The Contractor shall promptly comply with instructions from the Contract Manager or an authorized representative.

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

P. Best Management Practices

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

County of Los Angeles Department of Public Works  
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 service area at all times. As a minimum, the Contractor shall implement the following BMPs in conjunction with all its sweeping activities:

<u>NO.</u>	<u>MATERIAL MANAGEMENT</u>
CD10 (2)	Material Delivery and Storage
CD11 (2)	Material Use
CD12 (2)	Spill Prevention and Control
<u>NO.</u>	<u>WASTE MANAGEMENT</u>
CD13 (2)	Solid Waste Management

CD14 (2)	Hazardous Waste Management
CD15 (2)	Contaminated Soil Management
CD16 (2)	Concrete Waste Management

<u>NO.</u>	<u>VEHICLE AND EQUIPMENT MANAGEMENT</u>
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CD18(2)	Vehicle and Equipment Cleaning
CD19(2)	Vehicle and Equipment Fueling
CD20(2)	Vehicle and Equipment Maintenance

<u>NO.</u>	<u>TRAINING</u>
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CD40	Employee/Subcontractor Training
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<u>NO.</u>	<u>PHYSICAL STABILIZATION</u>
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CD26A(2)	Soil Stabilizer/Dust Control
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Additional BMPs may be required as a result of a change in the actual field conditions, the Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

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

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMPs shall be considered as included in the Total Annual Proposed Price shown in Form PW-2.1 – PW. 2.5, Schedule of Prices. Should the Contractor fail to comply with any BMP, the County will suffer damages including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Liquidated damages will apply for Contractor's failure to implement any BMP in accordance with paragraph MM, Liquidated Damages, of this Exhibit. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess the Contractor, as liquidated damages, \$1,000 for each calendar day that the Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with these provisions. In addition,

the Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney fees, legal costs, and staff costs) imposed or brought by any person or entity on account of the Contractor's alleged lack of compliance with these provisions or nonimplementation of the specified BMPs. The County may deduct, from the payment due to the Contractor, amounts necessary to cover such fines and costs.

Q. Execution of Work

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

Should Contractor continue to fail to execute the work diligently after orders of the Contract Manager, the Contract Manager may suspend the work in whole or in part pursuant to Exhibit B.1, Section 3, unless the Contract Manager in his or her sole discretion, determines that Contractor will resume diligent execution of the work. All expenses and losses incurred by the Contractor as a result of such suspensions shall be borne by Contractor.

R. Inspection and Acceptance of the Work

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

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

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

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

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

S. Noncompliance with Vicinity Maps and Contract specifications

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

T. Contractor's Equipment Compliance with Laws and Regulations

1. The Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, the Contractor's equipment shall, at all times, be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.
2. The street sweepers specified on the equipment list (Form PW-19.1) provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Contract Manager or a designee may inspect Contractor's vehicles employed in the Contract work at any time without notice.
3. In the event of mechanical breakdown of an alternate-fuel street sweeper; and only if no other alternate-fuel street sweeper is available, the Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. The Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.

4. The Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the sweeping of curbed highways and streets, the Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph I, Standard of Performance.
5. The Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. The Contractor shall provide backup sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an area requires resweeping, or to provide any additional resweeping directed by the Contract Manager. All equipment shall be clearly marked with 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 Contractor's sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

U. Global Positioning System

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

After receiving notification that the Contractor has been awarded this Contract, the Contractor shall have 30 calendar days to provide pertinent login information to access GPS provider's data to the Contract Manager.

3. The accounts shall be set up so that only Public Works and the Contractor can view Public Works data. The data shall include primary and backup sweepers. The Contractor shall notify the Contract Manager immediately if any sweepers that not listed initially in the database will be used in the contract area and provide access to GPS data.

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

V. Reports

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

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

W. Measurement

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

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

X. Contractor's Representative

Before starting the work, the Contractor shall designate, in writing, a County-approved representative who shall have complete authority to act for it. The Contractor's representative or managing employee must have a minimum of 3 years of experience performing street sweeping services. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of the Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Contract Manager to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

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

Y. Quality Control

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

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

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

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

Z. Maps and Contract specifications

Included as part of this Contract is Exhibit H, Vicinity Maps for Street Sweeping Services, showing the locations of streets and alleys included in this service area.

The maps, Contract specifications, and other contract documents shall govern the work. These Contract documents are intended to be complementary and cooperative and to describe and provide for a complete service. Anything in the Contract specifications and not on the maps, or on the maps and not in the Contract 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 maps or indicated in the Contract 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 maps or specifications, immediately call it to the attention of the Contract Manager.

AA. Additional Sweeping

The Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Vicinity Maps, Exhibit H, Vicinity Maps for Street Sweeping Services, at any time when ordered by the Contract Manager. The Contractor will be compensated for each additional sweeping at this Contract's Unit Price per Curb Mile or Paved Alley Mile, indicated on Form PW-2.1 – PW. 2.4, Schedule of Prices, per lines #1 and #2 on the Schedule of Prices, as appropriate, and approved by the Contract Manager.

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

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

Compensation for extra sweeping, will be for a minimum of 12 Curb Miles, with no allowance for travel time under one of the following circumstances: (a) the sweeper shall return to the area after having left when regular sweeping was completed; (b) the extra sweeping is on a day when no regular sweeping is scheduled; or (c) an additional sweeper must be brought to the area.

Notwithstanding the above, the County has the option on additional sweeps to compensate the Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a non-routine manner. In these cases, the hourly rate paid by the County to the Contractor shall be equal to four times the Contract's Unit Price per Curb Mile. Minimum payment will be equivalent to payment for 12 Curb Miles.

BB. Inclement Weather and Changes Resulting from Schedule Disruption

During this Contract period, the Contractor shall sweep the designated public streets and alleys in accordance with a schedule to be approved by the Contract Manager. During inclement weather as determined in the sole discretion of the County, the Contract Manager or his designee may cancel the day's scheduled sweeping. In such cases, the Contractor will be contacted and sweeping will immediately be stopped. Contractor shall be paid for sweeping performed before the call was made to stop sweeping.

If inclement weather has prevented regular sweeping for two days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule (except posted streets and/or alleys).

Any such required sweeping rescheduled due to inclement weather shall be performed by Contractor at the Contract's Unit Price per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's paragraph AA, Additional Sweeping.

When any holiday or observance as specified, occurs on a regular scheduled sweeping day, and said sweeping area is not swept in observance of said holiday, the subject sweeping area shall be swept within two working days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph I, Standard of Performance, and shall be performed by the Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

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

CC. Changes Resulting from Added or Deleted Streets

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

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

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

DD. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a City, the Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's Unit Price per Curb Mile as indicated in Form PW-2.1 – PW. 2.5, Schedule of Prices, 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 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 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 sweeping schedule.

EE. Changed Conditions

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

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

FF. Communications and Public Relations

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

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

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

GG. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable California Occupational Safety and Health Administration (Cal/OSHA) and Public Works

safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

HH. 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 shall take any and all actions appropriate to providing a safe service area.

II. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by 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.

JJ. Responsibilities of the Contractor

1. Ensure Contractor or its managing employee has a minimum of 3 years of experience performing street sweeping services.
2. Maintain a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5.

KK. Responsibilities of Public Works

The County will provide access to the jobsite(s) and will conduct jobsite inspection at its discretion. The Contract Manager or Public Works Representative may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.

LL. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an

intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.

2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.1.

MM. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
  - b. The parties are both experienced in the performance of the Contract work;
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

- d. The parties are not under any compulsion to contract;
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$1,000 per occurrence that the Contractor fails to provide monthly reports, unless otherwise provided in this Contract.
  - 4. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each business day or where a route is swept with a primary or backup sweeper that is not equipped with GPS capable of reporting real time data, unless otherwise provided in this Contract.
  - 5. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each business day that the Contractor fails to provide the Contract Manager with access to the Internet based GPS and/or additional software that may be needed, as specified in this Exhibit's paragraph V.2, unless otherwise provided in this Contract.
  - 6. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$250 for every business day that Contractor fails to maintain an active account with their GPS provider such that the GPS data is not available on the provider's Internet site as specified in this Exhibit's paragraph V, Global Positioning System, unless otherwise provided in this Contract.
  - 7. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$1,000 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

8. The Contractor shall pay at a minimum value of \$1,000 per day of the cost and actual damage caused by Contractor's failure to fully implement any BMP, and that such sums may be deducted from payments due to the Contractor, if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess Contractor, as liquidated damages, \$1,000 for each calendar day that Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with the provisions listed in paragraph P, Best Management Practices, in this Exhibit.
9. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F.1), the higher service level in the judgment of Public Works shall prevail.

NN. Federally Funded Work

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

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

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract

Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

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


### SCHEDULE OF PRICES

#### STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (BRC0000409)

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

By submission of this Bid, Bidders certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

ITEM	DESCRIPTION	UNIT	WEEKLY QUANTITY	UNIT PRICE	NO. OF WEEKS	ANNUAL PRICE
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	300	\$ 68.25	X 52	\$ 1,064,700.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	10	\$ 68.25	X 52	\$ 35,490.00
<b>TOTAL ANNUAL PROPOSED PRICE</b>						<b>\$ 1,100,190.00</b>

LEGAL NAME OF PROPOSER Arakelian Enterprises, Inc., dba Athens Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Executive Vice President		
DATE Feb. 8, 2023	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) 978599	LICENSE TYPE (IF APPLICABLE) C-12 - Earthwork and Paving
PROPOSER'S ADDRESS:  14048 Valley Blvd., City of Industry, CA 91746		
PHONE (626)336-3636	FACSIMILE (626) 626-7515	E-MAIL gclifford@athensservices.com


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

**SCHEDULE OF PRICES**  
**STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (BRC0000409)**

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

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1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	300	\$ 71.66	X 52	\$ 1,117,896.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	10	\$ 71.66	X 52	\$ 37,263.20
<b>TOTAL ANNUAL PROPOSED PRICE</b>						<b>\$ 1,155,159.20</b>

LEGAL NAME OF PROPOSER Arakelian Enterprises, Inc., dba Athens Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Executive Vice President		
DATE Feb. 8, 2023	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) 978599	LICENSE TYPE (IF APPLICABLE) C-12 - Earthwork and Paving
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**SCHEDULE OF PRICES**  
**STREET SWEEPING SERVICES FOR THE AREA SOUTH WHITTIER (BRC0000409)**

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ITEM	DESCRIPTION	UNIT	WEEKLY QUANTITY	UNIT PRICE	NO. OF WEEKS	ANNUAL PRICE
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	300	\$ 75.25	X 52	\$ 1,173,900.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	10	\$ 75.25	X 52	\$ 39,130.00
<b>TOTAL ANNUAL PROPOSED PRICE</b>						<b>\$ 1,213,030.00</b>

LEGAL NAME OF PROPOSER Arakelian Enterprises, Inc., dba Athens Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Executive Vice President		
DATE Feb. 8, 2023	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) 978599	LICENSE TYPE (IF APPLICABLE) C-12 - Earthwork and Paving
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**SCHEDULE OF PRICES**  
**STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (BRC0000409)**

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

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ITEM	DESCRIPTION	UNIT	WEEKLY QUANTITY	UNIT PRICE	NO. OF WEEKS	ANNUAL PRICE
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	300	\$ 79.01	X 52	\$ 1,232,556.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	10	\$ 79.01	X 52	\$ 41,085.20
<b>TOTAL ANNUAL PROPOSED PRICE</b>						<b>\$ 1,273,641.20</b>

LEGAL NAME OF PROPOSER Arakelian Enterprises, Inc., dba Athens Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Executive Vice President		
DATE Feb. 8, 2023	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) 978599	LICENSE TYPE (IF APPLICABLE) C-12 - Earthwork and Paving
PROPOSER'S ADDRESS:  14048 Valley Blvd., City of Industry, CA 91746		
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3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

# SUMMARY SHEET OF SCHEDULE OF PRICES FOR STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (BRC0000409)

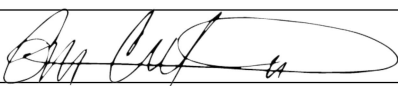
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By submission of this Bid, Bidders certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

NOTE: Bidder must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

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

ITEM	TERMS	ANNUAL PRICE
1	Street Sweeping Services for the area of SOUTH WHITTIER (BRC0000409) (Initial Term)	\$ 1,100,190.00
2	Street Sweeping Services for the area of SOUTH WHITTIER (BRC0000409) (Option Year 1)	\$ 1,155,159.20
3	Street Sweeping Services for the area of SOUTH WHITTIER (BRC0000409) (Option Year 2)	\$ 1,213,030.00
4	Street Sweeping Services for the area of SOUTH WHITTIER (BRC0000409) (Option Year 3)	\$ 1,273,641.20
<b>TOTAL PRICE FOR YEARS' 1 THROUGH 4</b>		\$ 4,742,020.40
<b>AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)</b>		\$ 1,185,505.10

LEGAL NAME OF PROPOSER Arakelian Enterprises, Inc., dba Athens Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Executive Vice President		
DATE Feb. 8, 2023	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) 978599	LICENSE TYPE (IF APPLICABLE) C-12 - Earthwork and Paving
PROPOSER'S ADDRESS:  14048 Valley Blvd., City of Industry, CA 91746		
PHONE (626)336-3636	FACSIMILE (626) 626-7515	E-MAIL gclifford@athensservices.com



**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:**  
**BIDDER:** Arakelian Enterprises, Inc. dba Athens Services  
**Street Sweeping Services for the Area of SOUTH WHITTIER (BRC0000409)**

[illegible]

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

**\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.**

**Note:** This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The above information was compiled from 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 requirements of the Bid.

Gary Clifford, Executive Vice President

Name of Bidder

Signature

2 of 4

Date

Feb. 8, 2023

**FORM LW-8.3**  
**OPTION YEAR 2**

**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:** Street Sweeping Services for the Area of SOUTH WHITTIER (BRC0000409)

**BIDDER:** Arakelian Enterprises, Inc. dba Athens Services

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Street Sweeper 1		11.03	11.03	11.03	11.03	11.03		55.15	2,867.80	\$40.06	\$ 114,884.07
Street Sweeper 2		10.76	10.76	10.76	10.76	10.76		53.80	2,797.60	\$40.06	\$ 112,071.86
<b>Comments/Notes:</b>											
											<b>Total Salaries</b>
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.											\$ 226,955.93
(1) Vacations, Sick Leave, Holiday											\$ 33,840.24
(2) Health Insurance											\$ 125,620.95
(3) Payroll Taxes & Workers' Compensation											\$ 27,176.89
(4) Welfare and Pension											\$ 43,705.10
<b>Total Employee Benefits (1+2+3+4)</b>											\$ 230,343.18
(5) Equipment Costs											\$ 50,298.41
(6) Service and Supply Costs											\$ 376,887.56
(7) General and Administrative Costs											\$ 176,924.99
(8) Profit											\$ 151,619.93
<b>Total Other Costs (5+6+7+8)</b>											\$ 755,730.89
<b>TOTAL PRICE</b>											\$ 1,213,030.00

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

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

**The above information was compiled from 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 requirements of the Bid.**

Gary Clifford, Executive Vice President

Name of Bidder



Signature

Feb. 8, 2023

Date



## SERVICE CONTRACT GENERAL REQUIREMENTS

### SECTION 1

#### INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

Agreement. The written, signed accord covering the performance of the requested service.

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

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 authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

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

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

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

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

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

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

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

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

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

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

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

C. Headings

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

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

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

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any

payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

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

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

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

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

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

I. Conflict of Interest

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

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List

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

K. Consideration of Hiring GAIN and GROW Participants

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

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

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

M. Contractor's Charitable Activities Compliance

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

"Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California

law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under

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

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

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

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

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

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

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

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

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which

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

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

X. Nonexclusivity

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

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

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

rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such

suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

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

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

EE. Public Records Act

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

records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

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

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be

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

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County

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

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

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

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

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

II. Subcontracting

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

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:

- a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed Subcontract.
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
  3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
  4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
  5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
  6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
  7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
  8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

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

NN. Local Small Business Enterprise Utilization

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

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veterans Enterprise (DBVE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the

County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

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

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

OO. Compliance with County's Zero Tolerance Human Trafficking

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

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

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

PP. Method of Payment and Required Information

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

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related

information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

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

QQ. Compliance with Fair Chance Employment Practices

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

RR. Compliance with the County Policy of Equity

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

## SECTION 3

### TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

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

for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

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

#### B. Indemnification

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

#### C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

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

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

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

- d. Certificates and copies of any required endorsements shall be sent to:

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

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured

status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to

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

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

against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

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

insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.

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

E. 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 the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

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

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer,

and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

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

#### B. Written Employee Jury Service Policy

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

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

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

## SECTION 8

### SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

## SECTION 9

### COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

#### A. Living Wage Program

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

#### B. Payment of Living Wage Rates

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

Contractor no longer qualifies for the exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

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

submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

## SECTION 10

### SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

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

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

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

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

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

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

## SECTION 11

### LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

## SECTION 12

### DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

SECTION 13

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

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

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

## SECTION 14

### PREVAILING WAGES

#### A. Prevailing Wages

The services provided in this Contract may consist of both prevailing wage and non-prevailing wage work. Prevailing wage work constitutes "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Contractor is required to pay its agents and employees the applicable current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager (Note to the Proposers: during the solicitation process and prior to the award of Contract, please direct your request to the Contract Analyst identified in the solicitation document. You may contact the Contract Manager after the award of contract). Pursuant to Labor Code Section 1773.2, the County has made these documents available for inspection by the Contractor in lieu of the County specifying the general rate of per diem wages for each craft, classification and type of worker needed to execute the contracted work. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

#### B. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 Calif. Code Reg. §16451(d):

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 W. Fourth Street, Suite 450  
Los Angeles, CA 90013  
(213) 620-6330*

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity*

*which awarded the public works Contract and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html)."*

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.

F. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, and stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.



# Department of the Treasury Internal Revenue Service

## Notice 1015

(Rev. December 2022)

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

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

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

**Note:** You are encouraged to notify all employees whose wages for 2022 are less than \$59,187 that they may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 6, 2023.

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

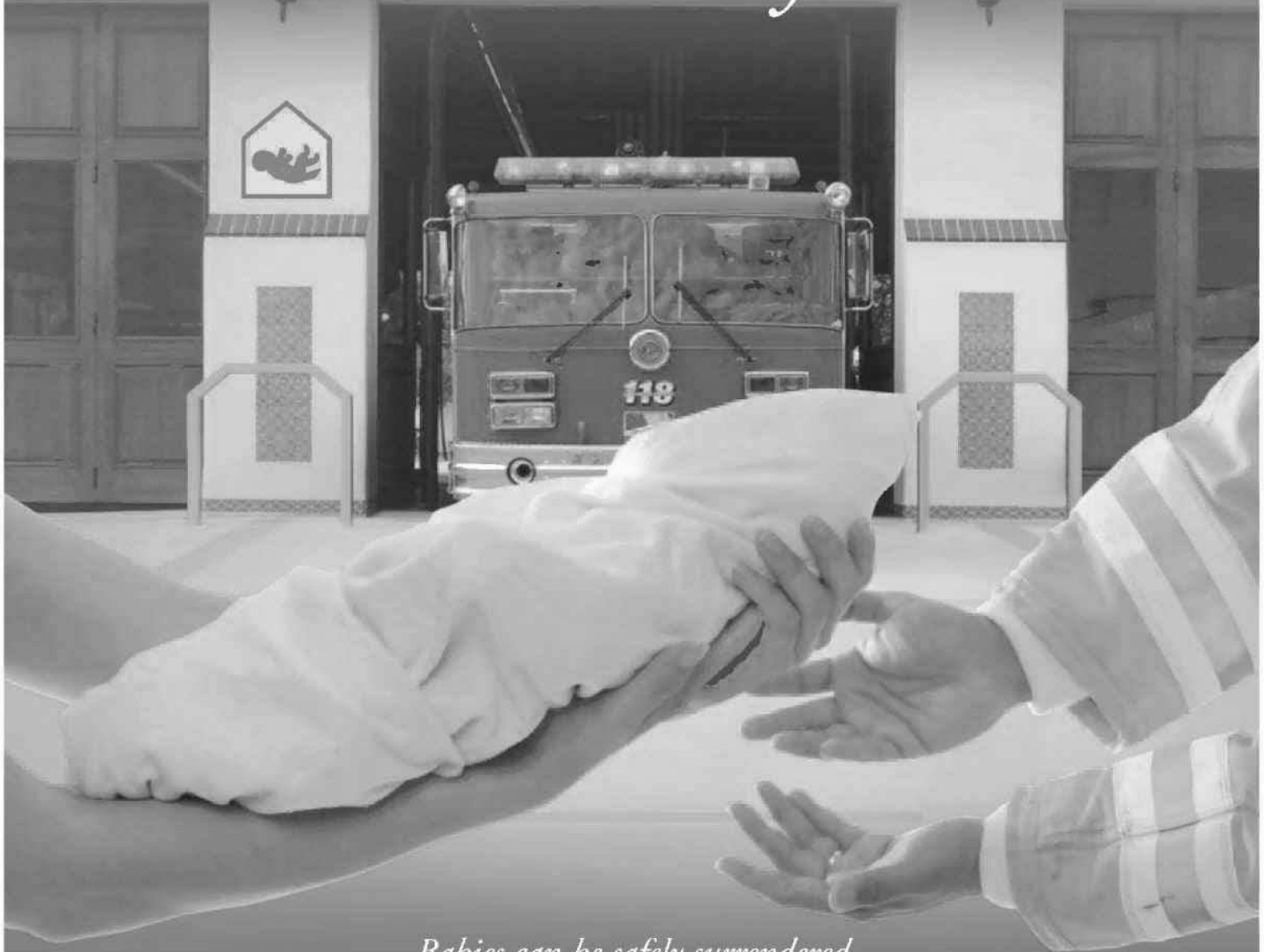
#### How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2022 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2022 and owes no tax but is eligible for a credit of \$800, they must file a 2022 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

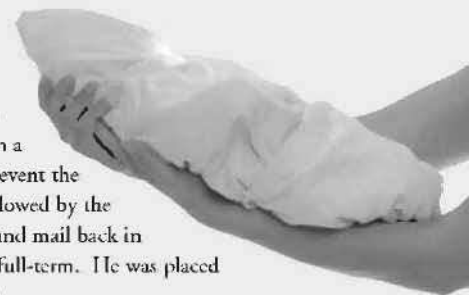
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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



# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and Contract language.**

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

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

**2.206.050 Administration and compliance certification.**

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

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

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following Contracts:

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

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

**2.206.070 Enforcement and remedies.**

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

**2.206.080 Severability.**

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$25 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	As applicable, prior to the start of the contract and continuation of the contract, the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review as required by the Contract. Employees who <u>do not</u> pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Maintain Knowledge of Safety Requirements	Understands the standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
2. Respond to Complaints, Requests, and Discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Competent Supervisory Staff	Responsiveness to complaints and requests, maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$50 per day for use of non-English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	\$100 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$100 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

### Sample Fuel Adjustment Calculation

Following sample data is required to calculate fuel adjustment:

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

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

Proposal due date: November 2007

One year after Contract start date: July 2009

#### **Fuel Adjustment (FA) Component for Diesel price:**

Diesel (On-Highway) - November 2007<sup>1</sup> 173.7 cents per Gallon

Diesel (On-Highway) – June 2009<sup>2</sup> 218.7 cents per Gallon

Percent Change = [(June 2009 Price/Gallon – November 2007 Price/Gallon) /  
(November 2007 Price/Gallon) x (100)

[(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):

= (5% of Unit rate x Percent Change in Diesel Price)

= (5% x \$15.00 x 25.9%)

= \$0.19 Fuel Adjustment (increase)

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

#### **Fuel Adjustment (FA) Component for Propane price:**

Propane (Commercial/Institutional) - November 2007<sup>1</sup> 173.7 cents per Gallon

Propane (Commercial/Institutional) – April 2009<sup>2</sup> 218.7 cents per Gallon

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) /  
(November 2007 Price/Gallon) x (100)

[(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Propane price: 25.9% increase

Adjusted Unit Rate (FA Component):

= (5% of Unit rate x Percent Change in Propane Price)

= (5% x \$15.00 x 25.9%)

= \$0.19 Fuel Adjustment (increase)

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

**Fuel Adjustment (FA) Component for CNG price:**Propane (West Coast) - November 2007<sup>1</sup> 173.7 cents per GallonPropane (West Coast) – April 2009<sup>2</sup> 218.7 cents per Gallon
$$\text{Percent Change} = [(\text{April 2009 Price/Gallon} - \text{November 2007 Price/Gallon}) / (\text{November 2007 Price/Gallon})] \times (100)$$

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

Percent Change in CNG price: 25.9% increase

Adjusted Unit Rate (FA Component):

= (5% of Unit rate x Percent Change in CNG Price)

= (5% x \$15.00 x 25.9%)

= \$0.19 Fuel Adjustment (increase)

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

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

# Exhibit H

## Vicinity Maps for Street Sweeping Services

SOUTH WHITTIER STREET SWEEPING MILEAGE  
ALLEYS

(TO BE SWEEPED EVERY TUESDAY)

<u>ALLEY LOCATION</u>	<u>LIMITS</u>	<u>ALLEY MILES</u>
Alley N/o Florence Avenue	Carmenita Road / Telegraph Road (Both Sides R.R.R/W)	0.69
Alley E/o Breezewood Drive	Breezewood Drive / Breezewood Drive	0.27
Alley E/o Carmenita Road	Meyer Road / Lukay Street	0.25
Alley E/o Fernview Street	Ben Hur Avenue / Mills Avenue	0.20
Alley E/o Kibbee Avenue	Marlinton Drive / Richvale Drive	0.16
Alley E/o La Mirada Boulevard	Dunton Drive / Lambert Road	0.58
Alley E/o Laurel Avenue	Laurel Avenue S / Laurel Avenue N	0.24
Alley E/o Painter Avenue	Alley N/o Mystic Street / Alley S/o Mulberry Drive	0.21
Alley E/o Painter Avenue	Mystic Street / N/o Mystic Street	0.05
Alley E/o Santa Gertrudes Avenue	Alley S/o Landmark Drive / Landmark Drive	0.06
Alley N/o Imperial Highway	Breezewood Drive / Alley E/o Breezewood Drive	0.06
Alley N/o Imperial Highway	190' W/o Clearglen Avenue / Clearglen Avenue	0.06
Alley N/o Leffingwell Road	475' W/o Obert Avenue / 375' E/o Obert Avenue	0.15
Alley N/o Mulberry Drive	250' W/o Calmada Avenue / Calmada Avenue	0.08
Alley N/o Mystic Street	Painter Avenue / Alley E/o Painter Avenue	0.05
Alley N/o Oval Drive	Alley W/o Mills Avenue / Armley Avenue	0.04
Alley S/o Ben Hur Avenue	Alley E/o Fernview Street / Mulberry Drive SF	0.14
Alley S/o Lambert Road	Alley E/o La Mirada Boulevard / Bluefield Avenue	0.43
Alley S/o Landmark Drive	Alley E/o Santa Gertrudes Avenue / Clearglen Avenue	0.25
Alley S/o Mulberry Drive	Alley E/o Painter Avenue / Rutland Avenue	0.05
Alley S/o Mulberry Drive	Alley S/o Ben Hur Avenue / Mills Avenue	0.15
Alley S/o Mulberry Drive	Greening Avenue / E/o Tarryton Avenue	0.23
Alley S/o Mulberry Drive	W/o Calmada Avenue / Calmada Avenue	0.06
Alley S/o Oval Drive	Alley W/o Mills Avenue / Hawes Street	0.05
Alley S/o Silvergrove Drive	Santa Gertrudes Avenue EF / E/o Breezewood Drive	0.45
Alley S/o Telegraph Road	W/o Mina Street / S/o Inez Street	0.43
Alley W/o Breezewood Drive	Imperial Highway NF / Alley S/o Silvergrove Drive	0.28
Alley W/o Clearglen Avenue	Alley N/o Imperial Highway / Alley S/o Landmark Drive	0.13
Alley W/o La Mirada Boulevard	Anola Street / Homell Street	0.21
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	0.76
<b>TOTAL ALLEY MILES:</b>		<b>7.07</b>

## CURBED MEDIANS

(TO BE SWEEPED EVERY WEEK)

<u>STREET NAME</u>	<u>LIMITS</u>	<u>SIDE</u>	<u>CURB MILES</u>
Bramblebush Avenue	Honeysuckle Ln/Telegraph Road	B/S	0.11
Carmenita Road	Painter Avenue/Imperial Highway	B/S	3.37
Florence Avenue	Laurel Avenue/Telegraph Road	B/S	0.55
Imperial Highway	Shoemaker Avenue/Duffield Avenue	B/S	1.63
Imperial Highway	Duffield Avenue/Orange County Line	N/S	1.43
La Mirada Boulevard	Lambert Road/Leffingwell Road	B/S	1.42

**EXHIBIT H****SOUTH WHITTIER STREET SWEEPING MILEAGE  
CURBED MEDIANS (CONTINUED)**

Page 2 of 2

<u>STREET NAME</u>	<u>LIMITS</u>	<u>SIDE</u>	<u>CURB MILES</u>
Lambert Road	Leffingwell Road/Orange County Line	B/S	1.71
Leffingwell Road	Imperial Highway/Telegraph Road	B/S	2.49
Leffingwell Road	Telegraph Road/260' E/o Telegraph Road	N/S	0.04
Leffingwell Road	500' E/o Arroyo Drive/Stamy Road <b>E</b>	N/S	0.46
Leffingwell Road	Stamy Road/150' E/o Gladhill Road	B/S	0.26
Leffingwell Road	Kibbee Avenue/Lambert Road	S/S	0.25
Meyer Road	140' W/o Painter Avenue/Painter Avenue	S/S	0.02
Meyer Road	Louis Avenue/Imperial Highway	B/S	0.31
Mills Avenue	Bentongrove Drive/Telegraph Road	B/S	0.11
Mulberry Drive	R.R. Track/540' W/o Stamy Road	B/S	2.30
Painter Avenue	Mystic Street/R.R. Track	B/S	0.64
Telegraph Road	Carmenita Road/220' S/o Leffingwell Road	B/S	2.59
Valley View Avenue	Telegraph Road/Imperial Highway	B/S	1.31

**TOTAL CURB MILES: 21.00****SUMMARY OF CURB AND PASS MILES (TOTAL LENGTH)**

<u>TYPE</u>	<u>Miles</u>
Streets and Highways	<b>238.95</b>
Raised Curbed Medians	<b>21.00</b>
Paved Alleys	<b>7.07</b>
<b>TOTAL MILES:</b>	<b>267.02</b>

**SUMMARY OF CURB AND PASS MILES (TO BE SWEEPED EVERY WEEK)**

<u>TYPE</u>	<u>Miles</u>
Streets and Highways	<b>238.95</b>
Raised Curbed Medians	<b>21.00</b>
Paved Alleys	<b>7.07</b>
<b>TOTAL MILES:</b>	<b>267.02</b>

# SOUTH WHITTIER STREET SWEEPING SERVICES MONDAYS



0 125 250 500 750 1,000 Feet



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— 8:00 AM - 12:00 PM

# SOUTH WHITTIER STREET SWEEPING SERVICES MONDAYS



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# SOUTH WHITTIER STREET SWEEPING SERVICES MONDAYS



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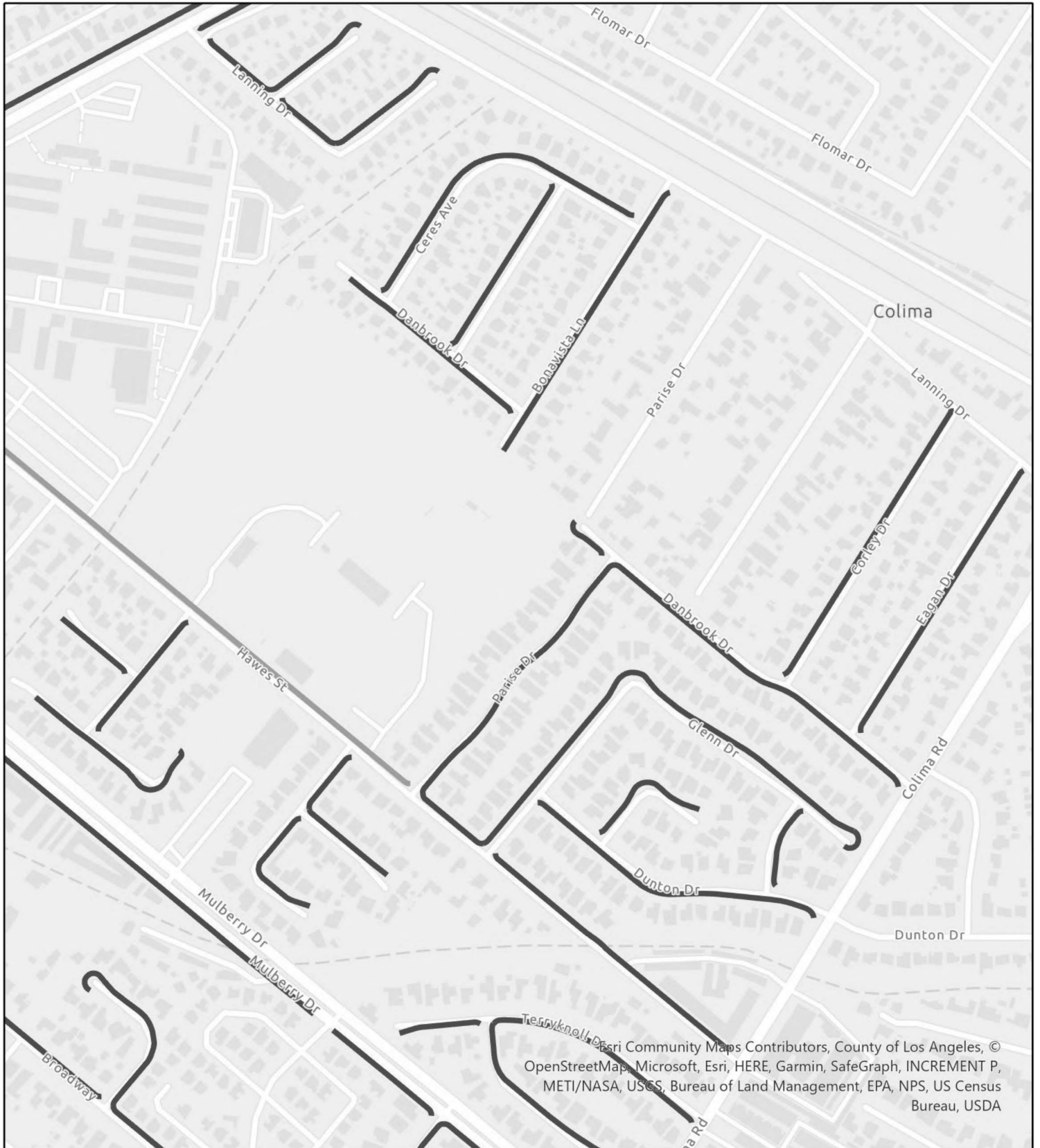
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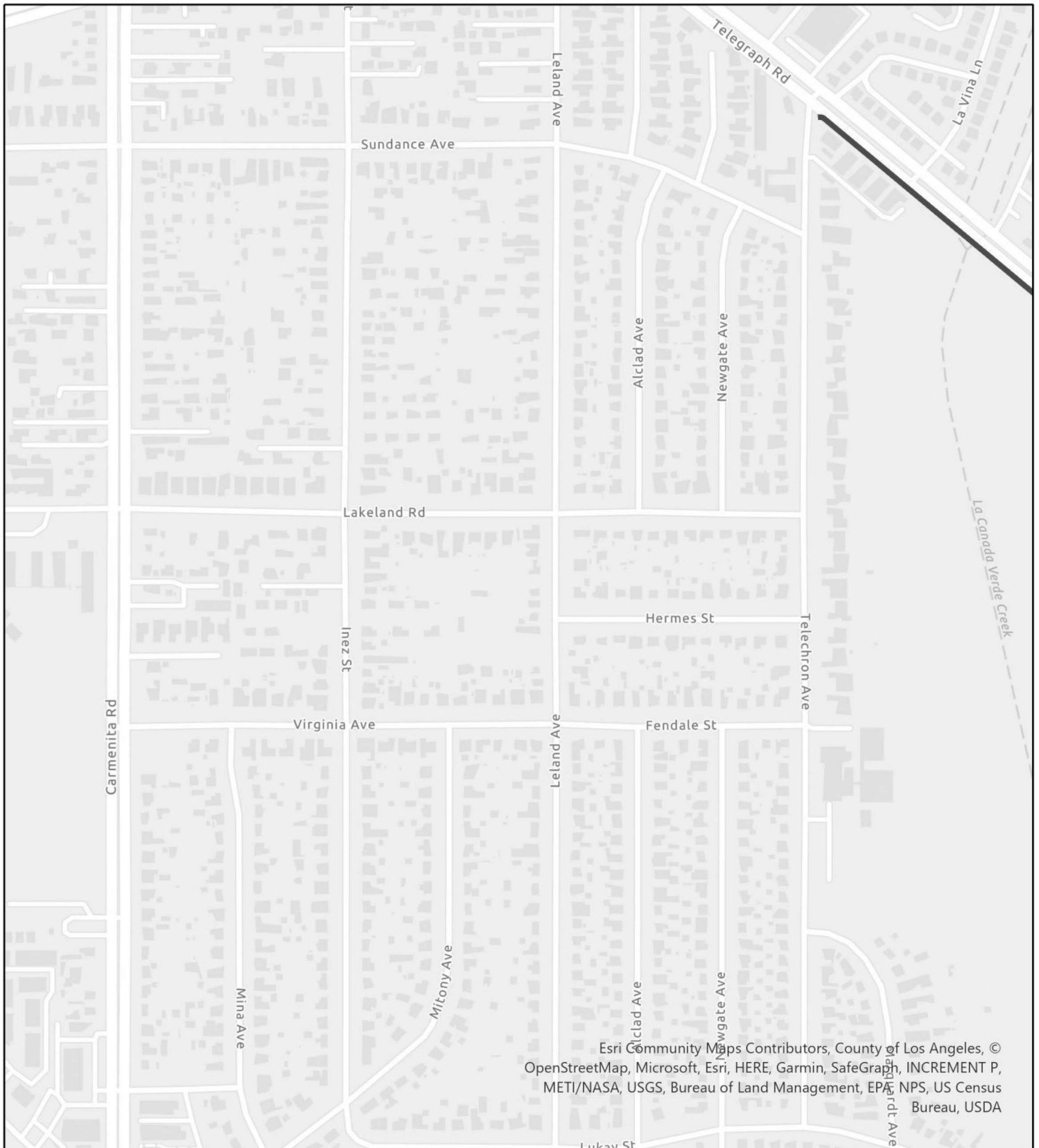


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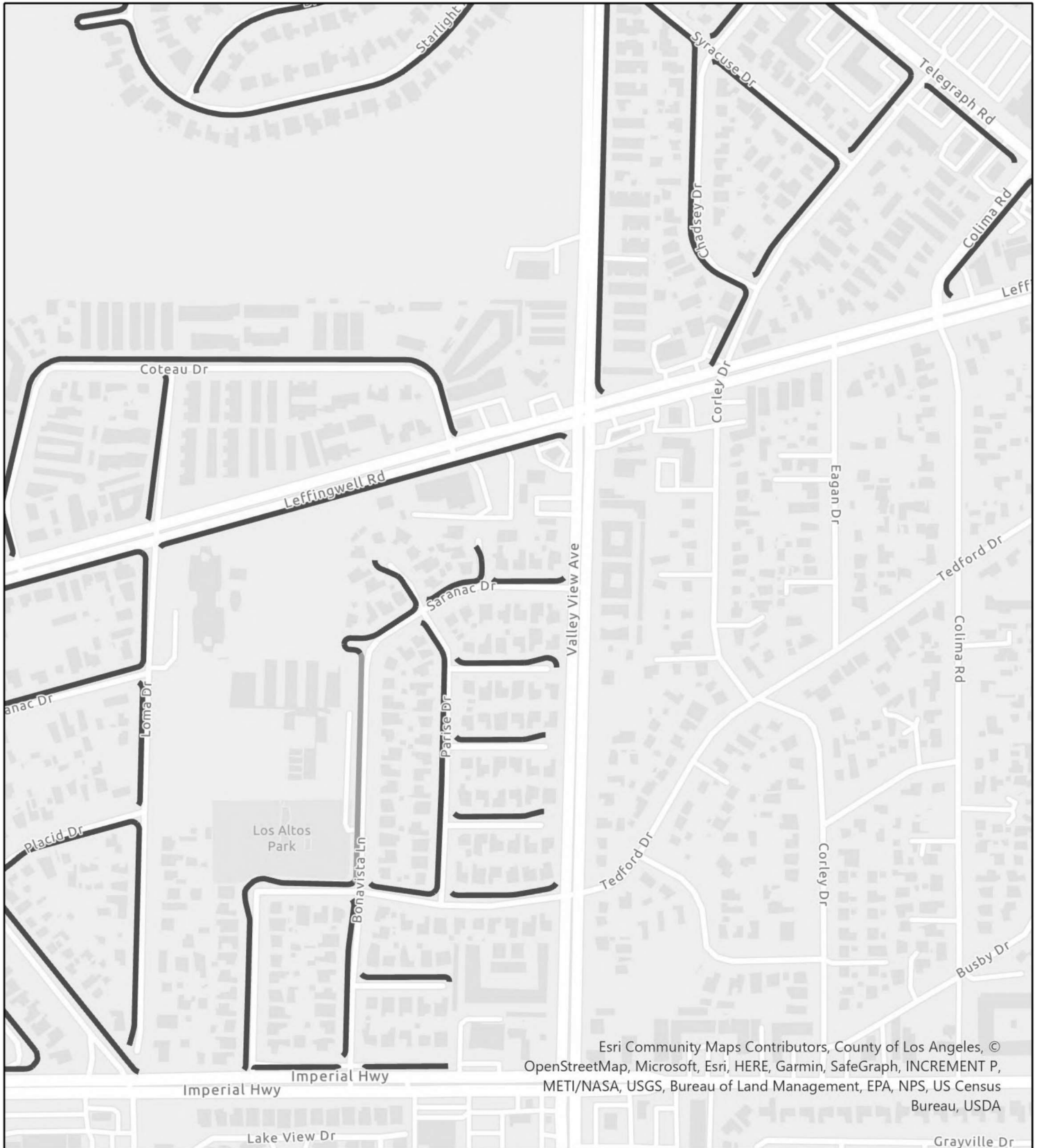


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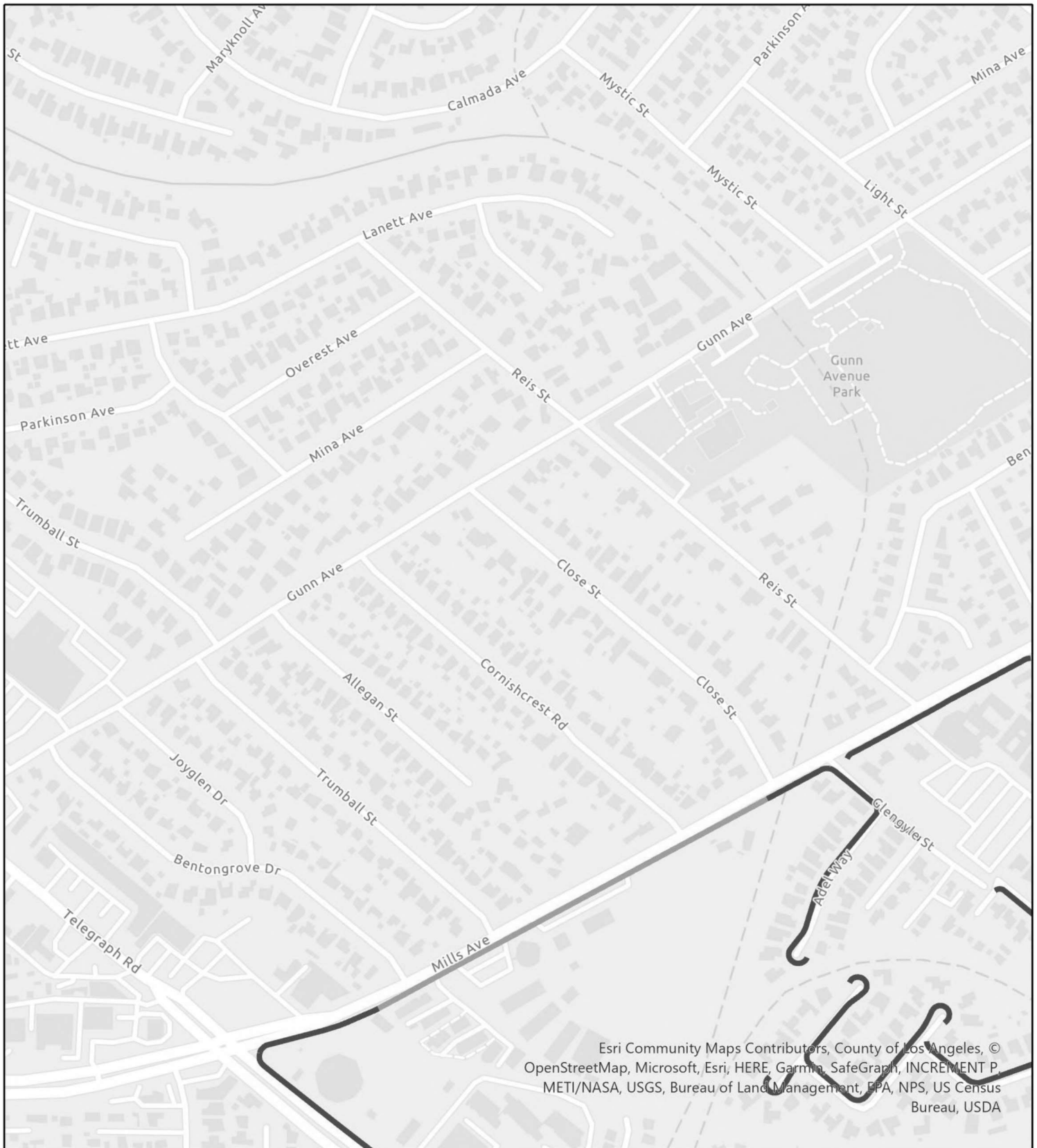


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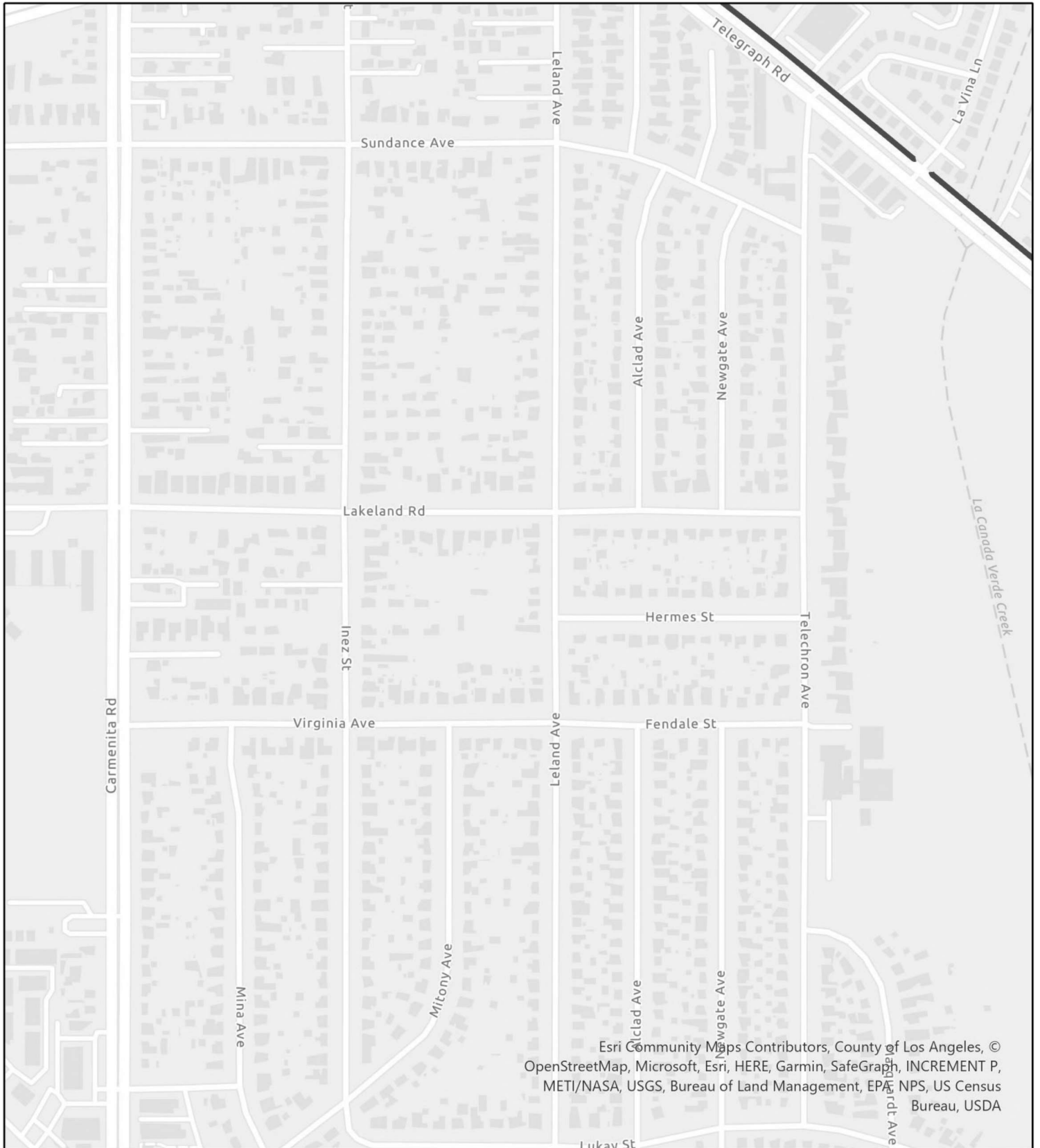
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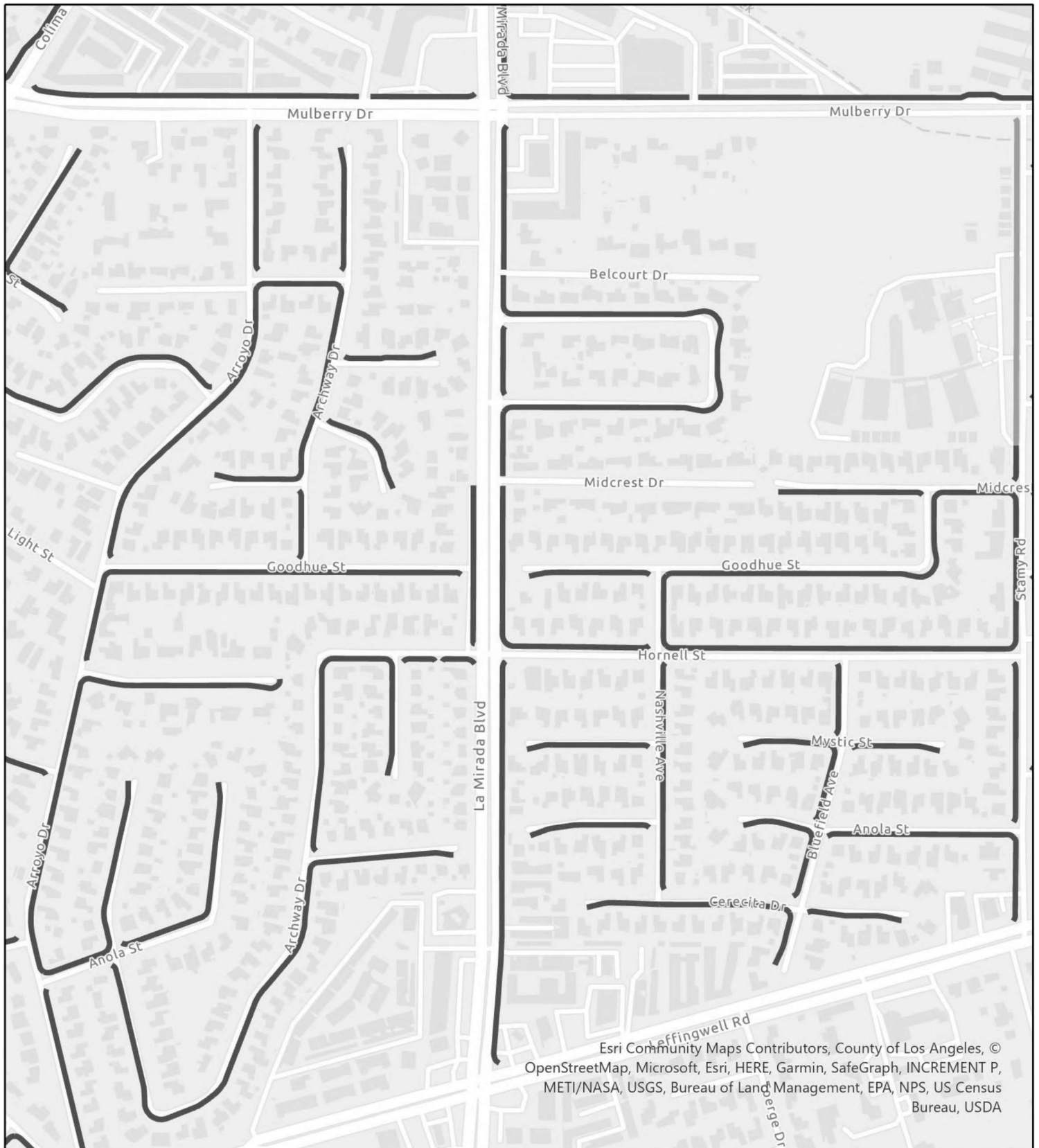


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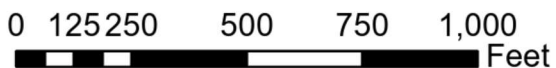
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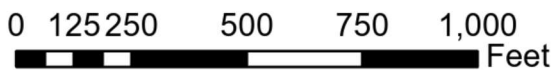
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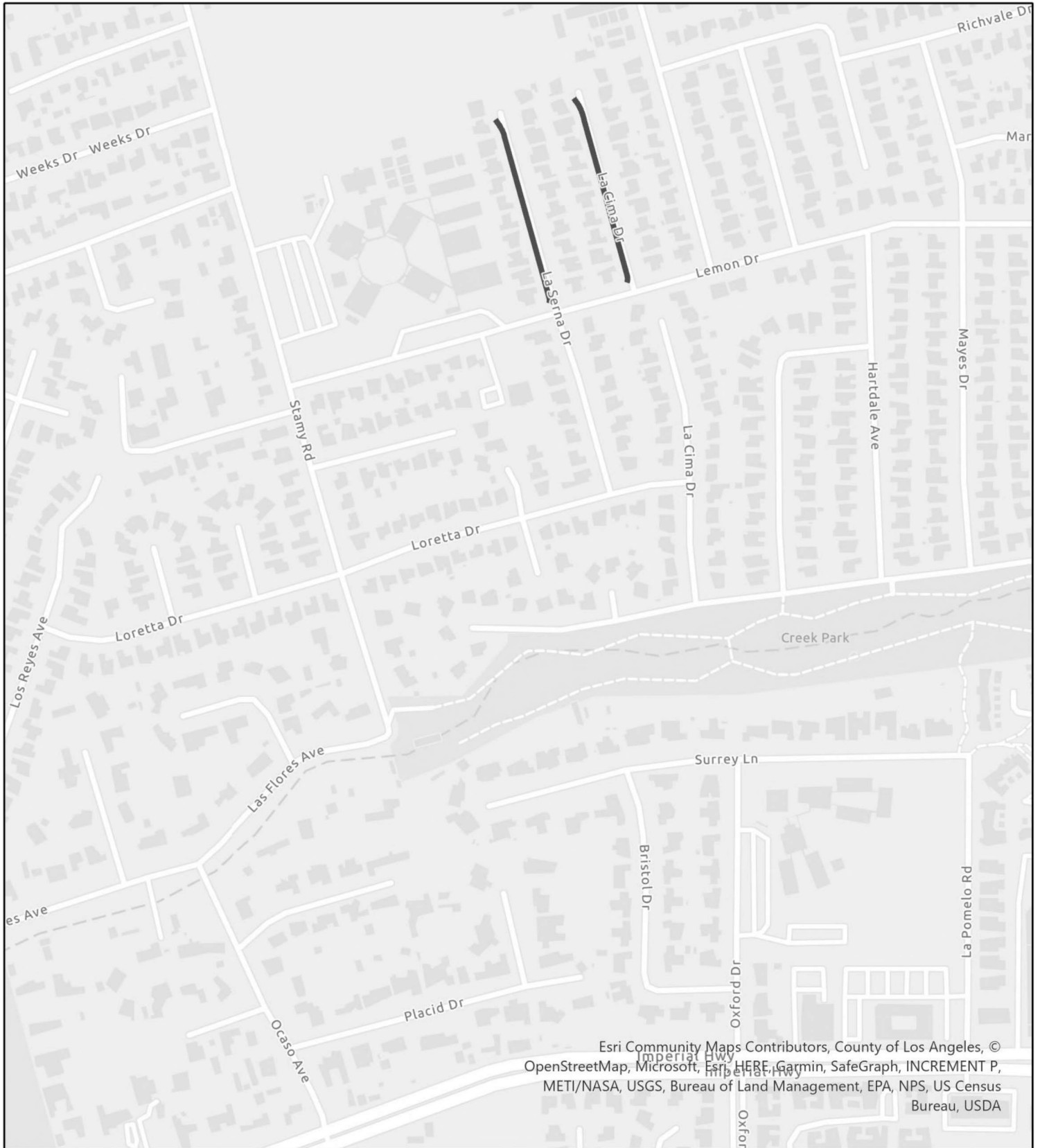
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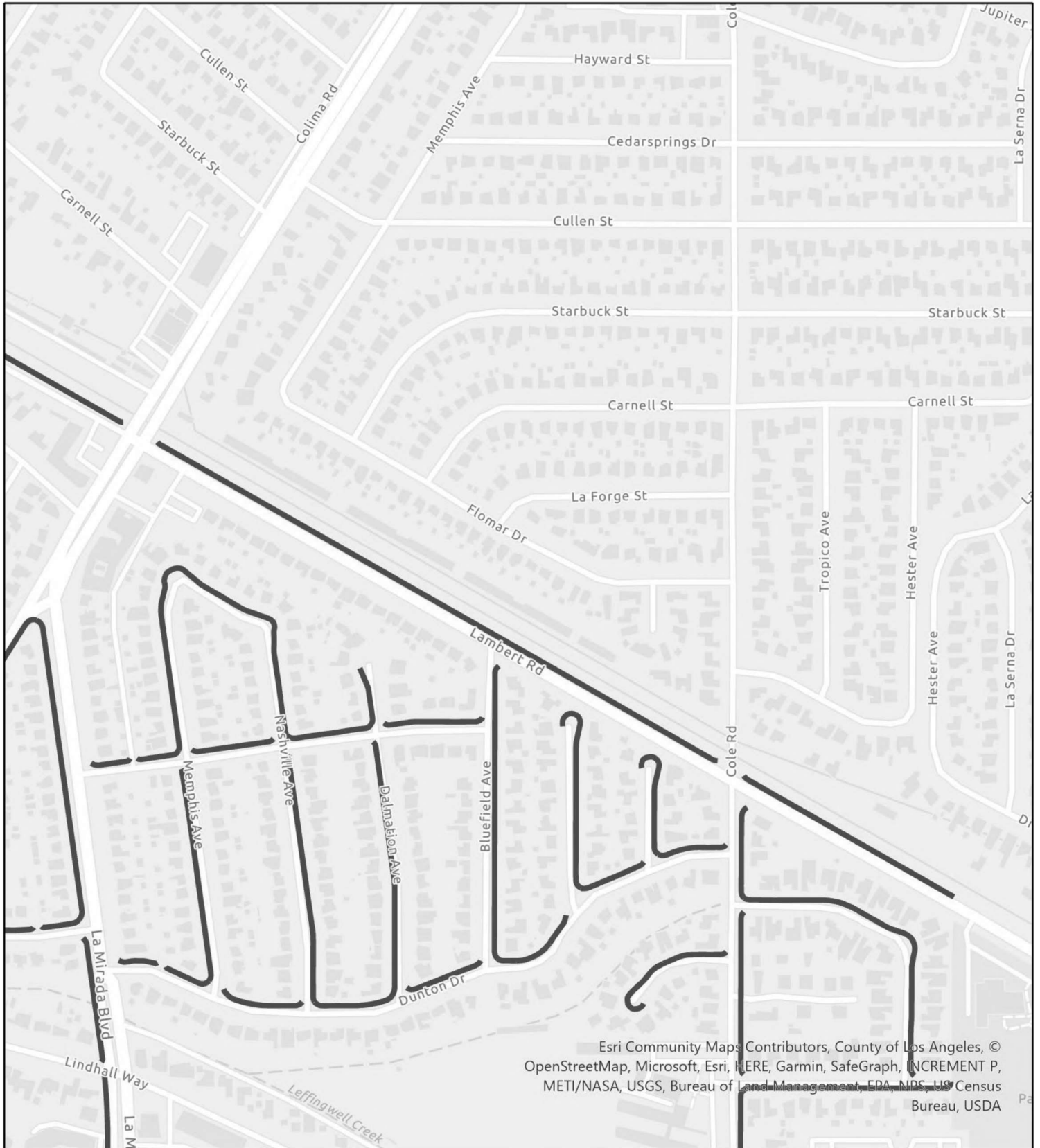


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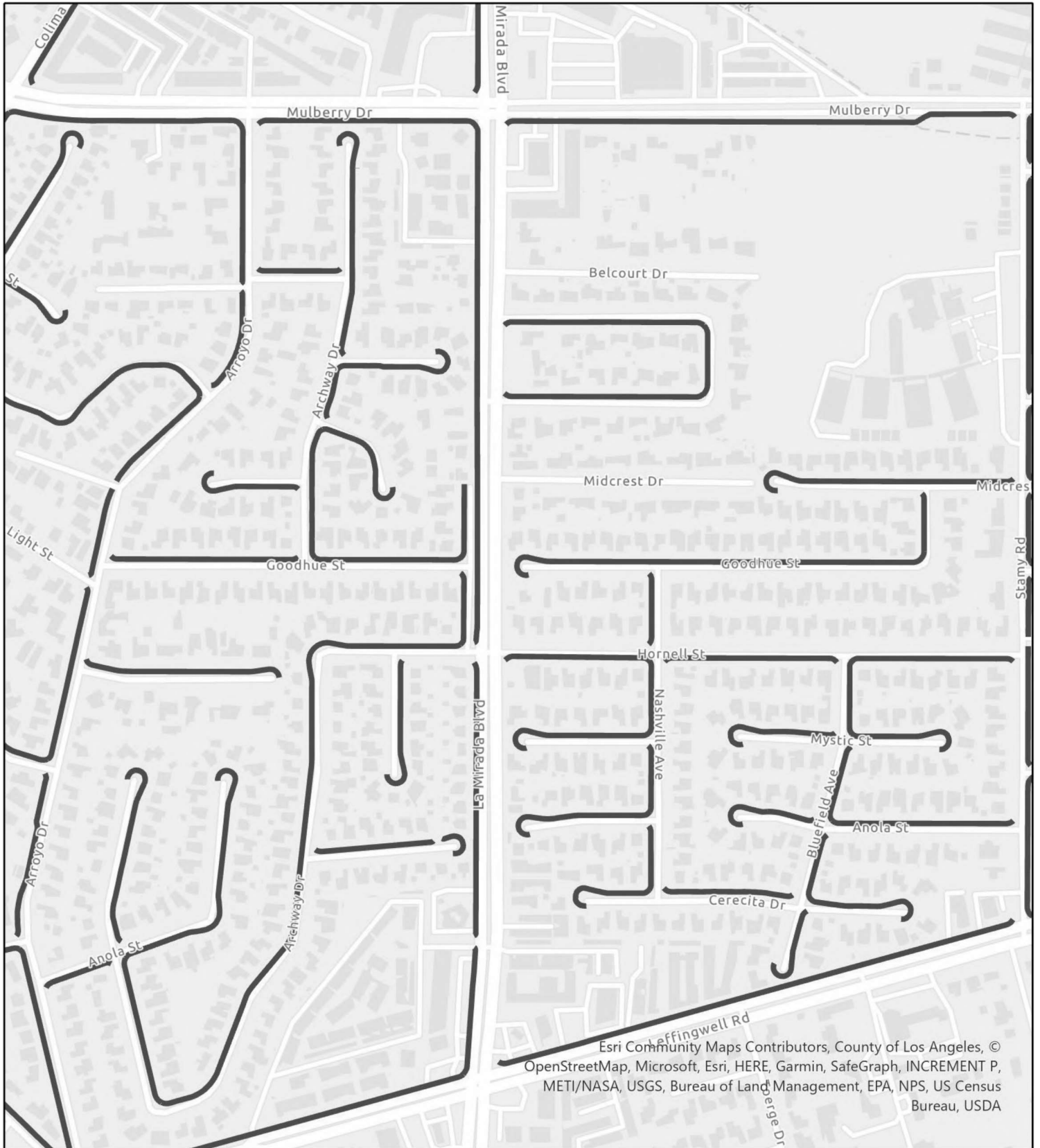
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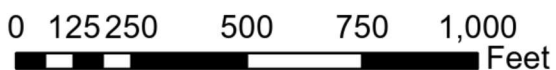


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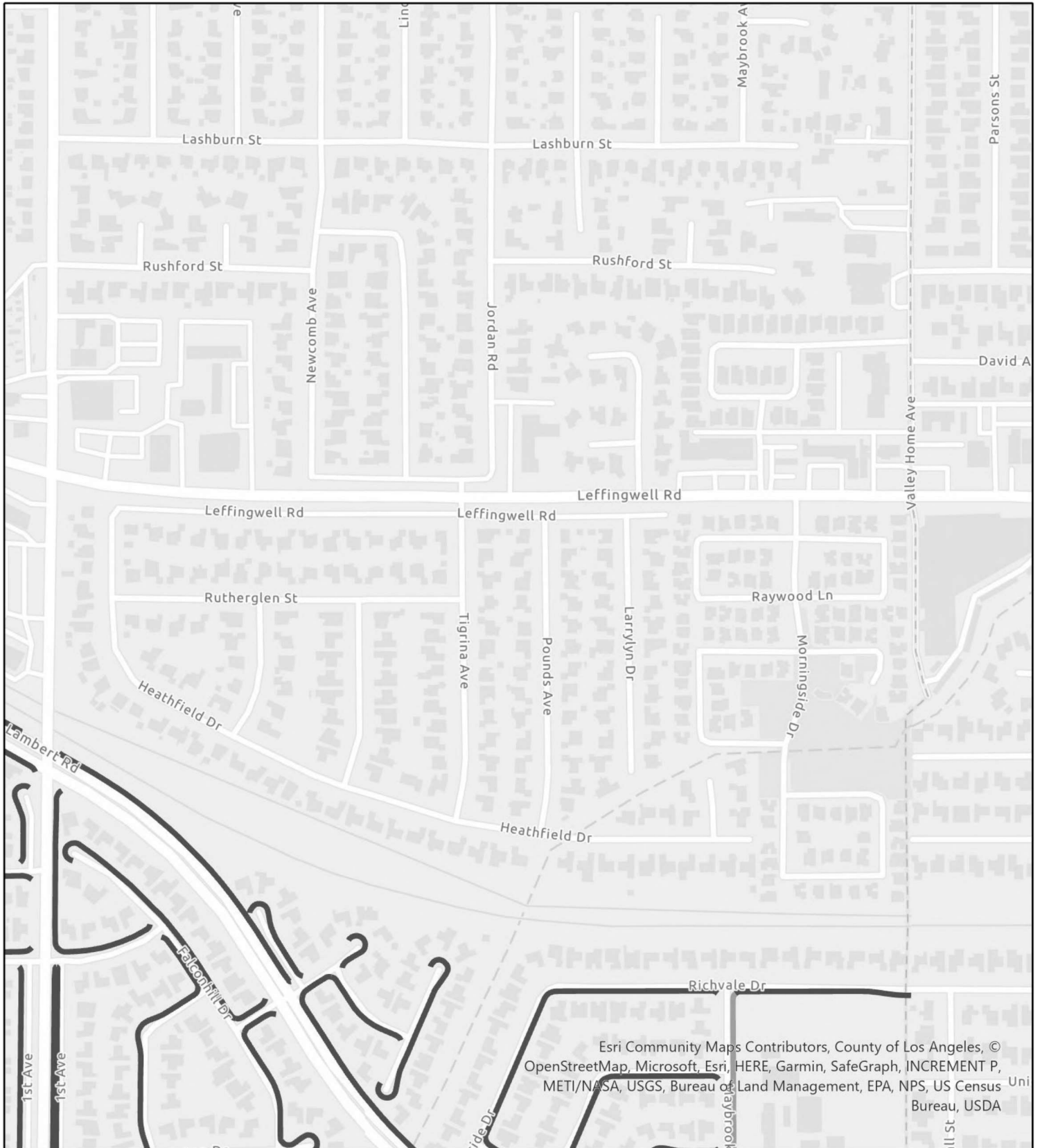


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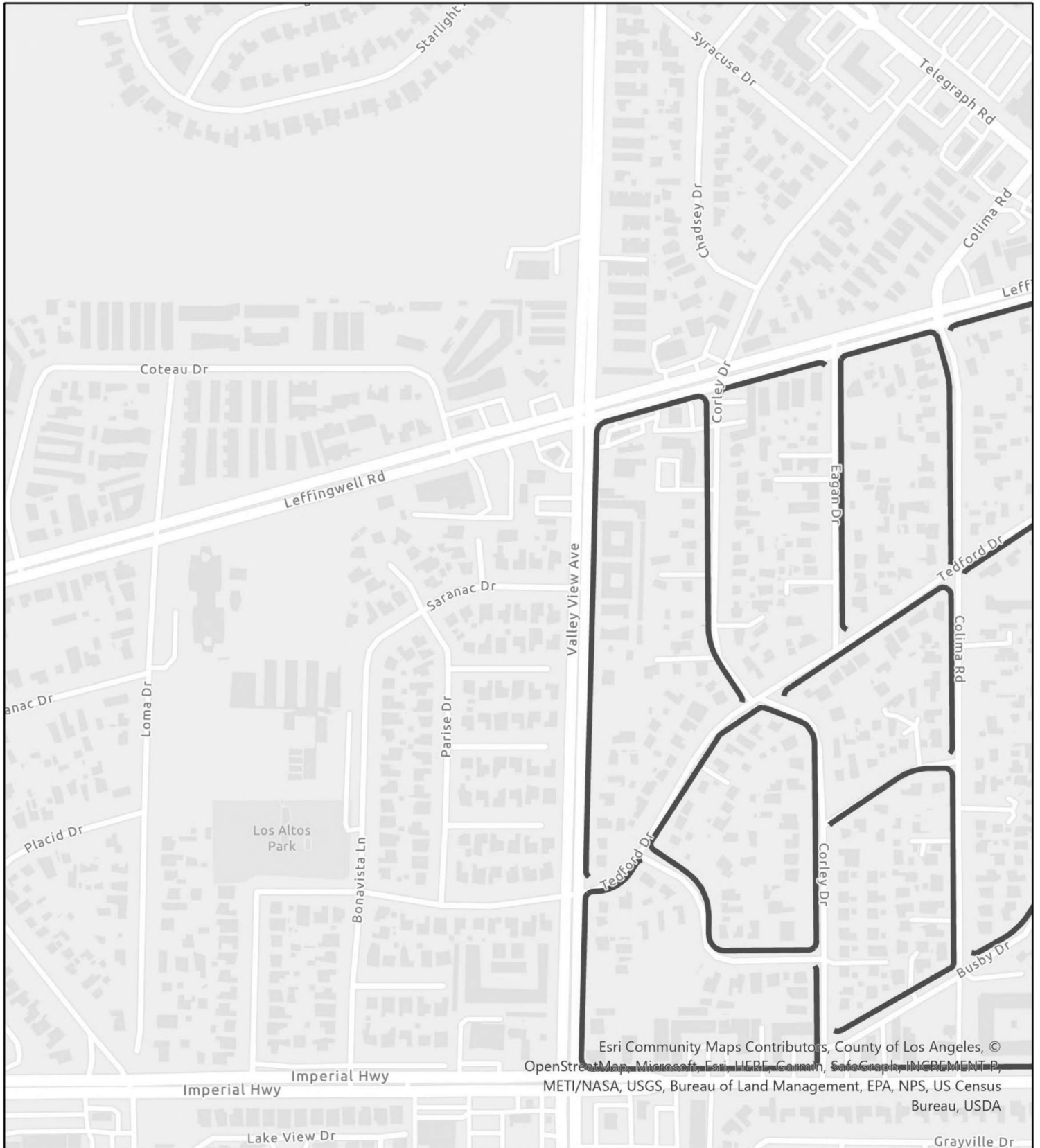


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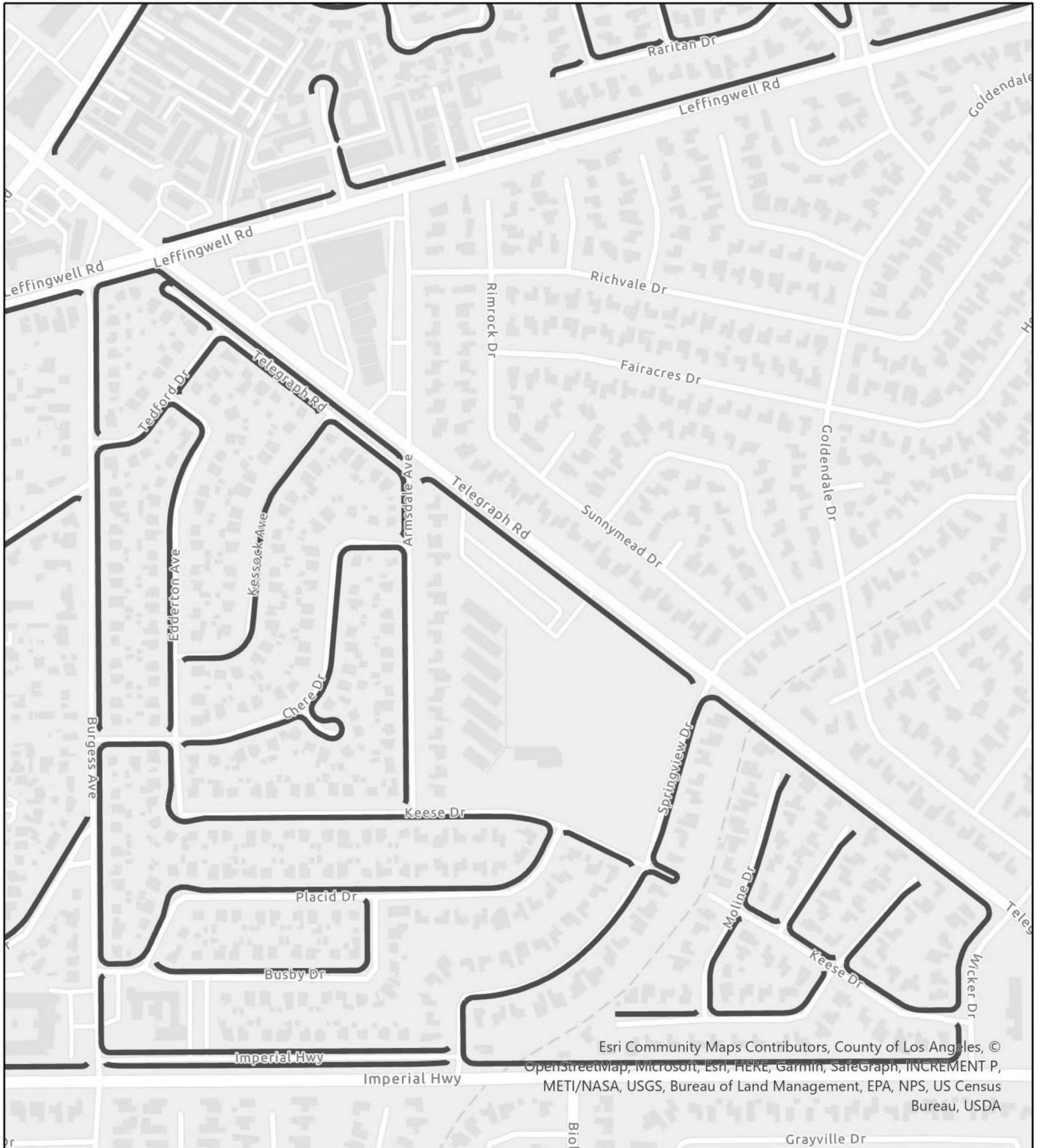


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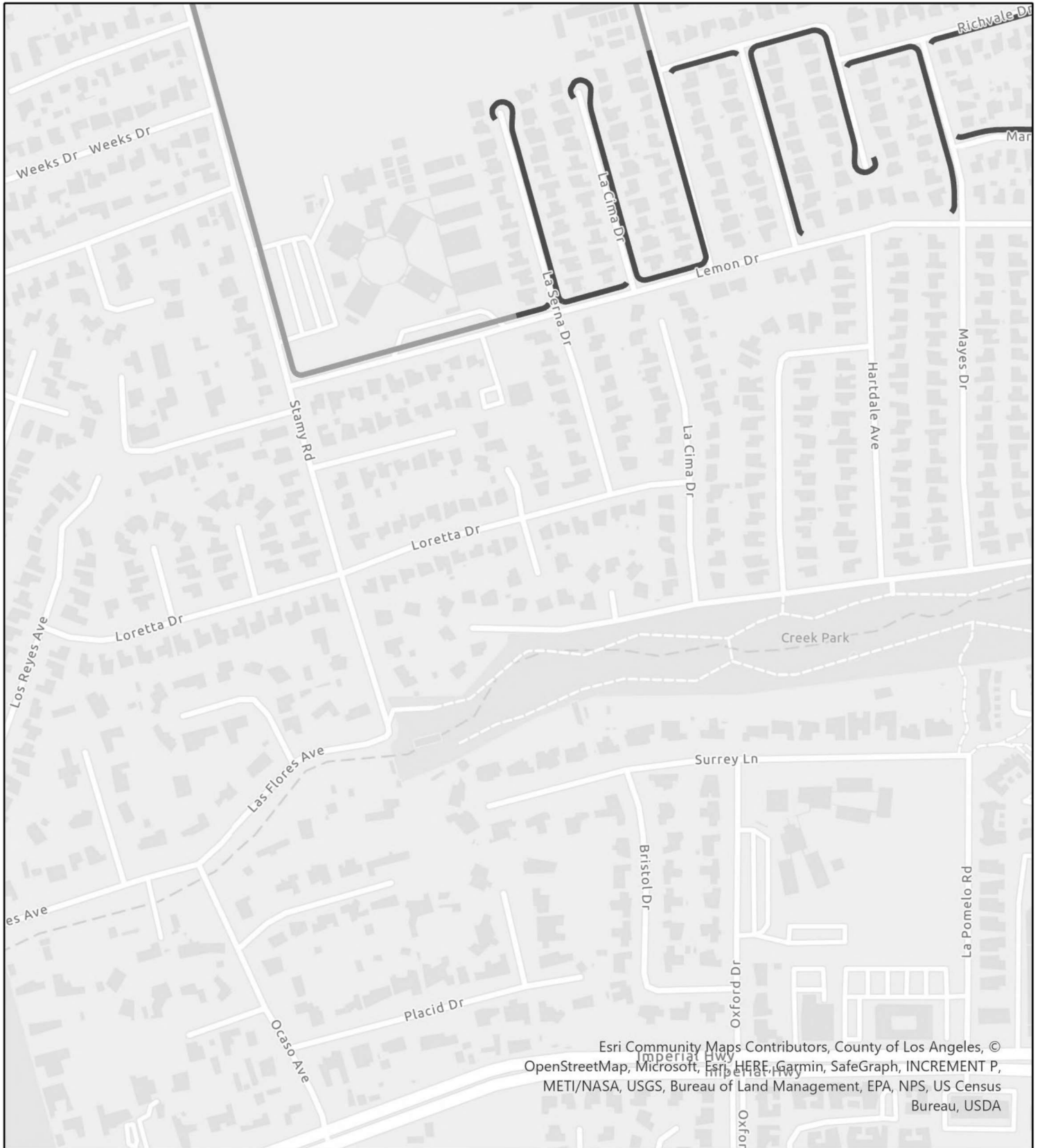


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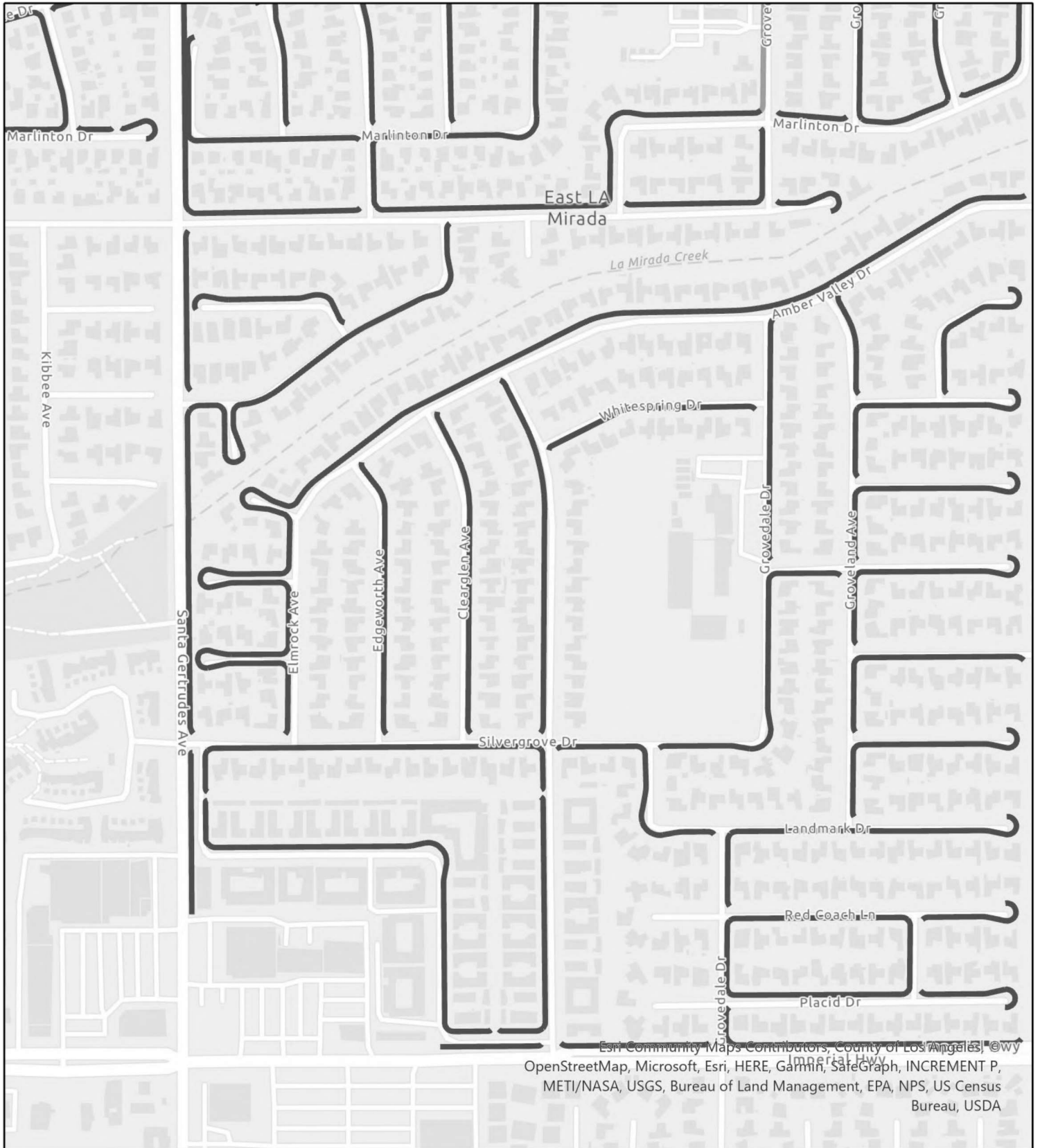
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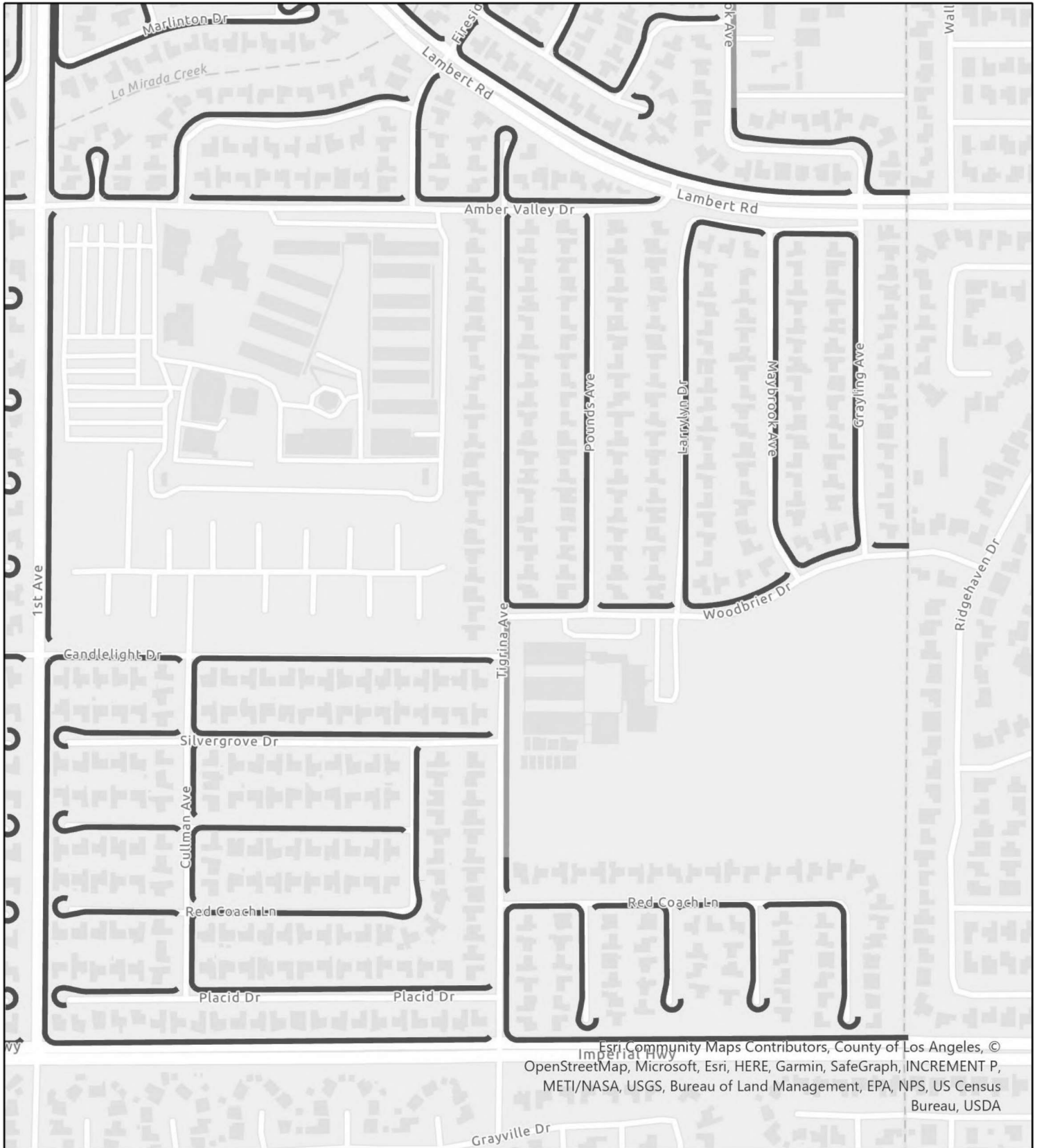


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# SOUTH WHITTIER STREET SWEEPING SERVICES WEDNESDAYS



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OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, INCREMENT P,  
METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census  
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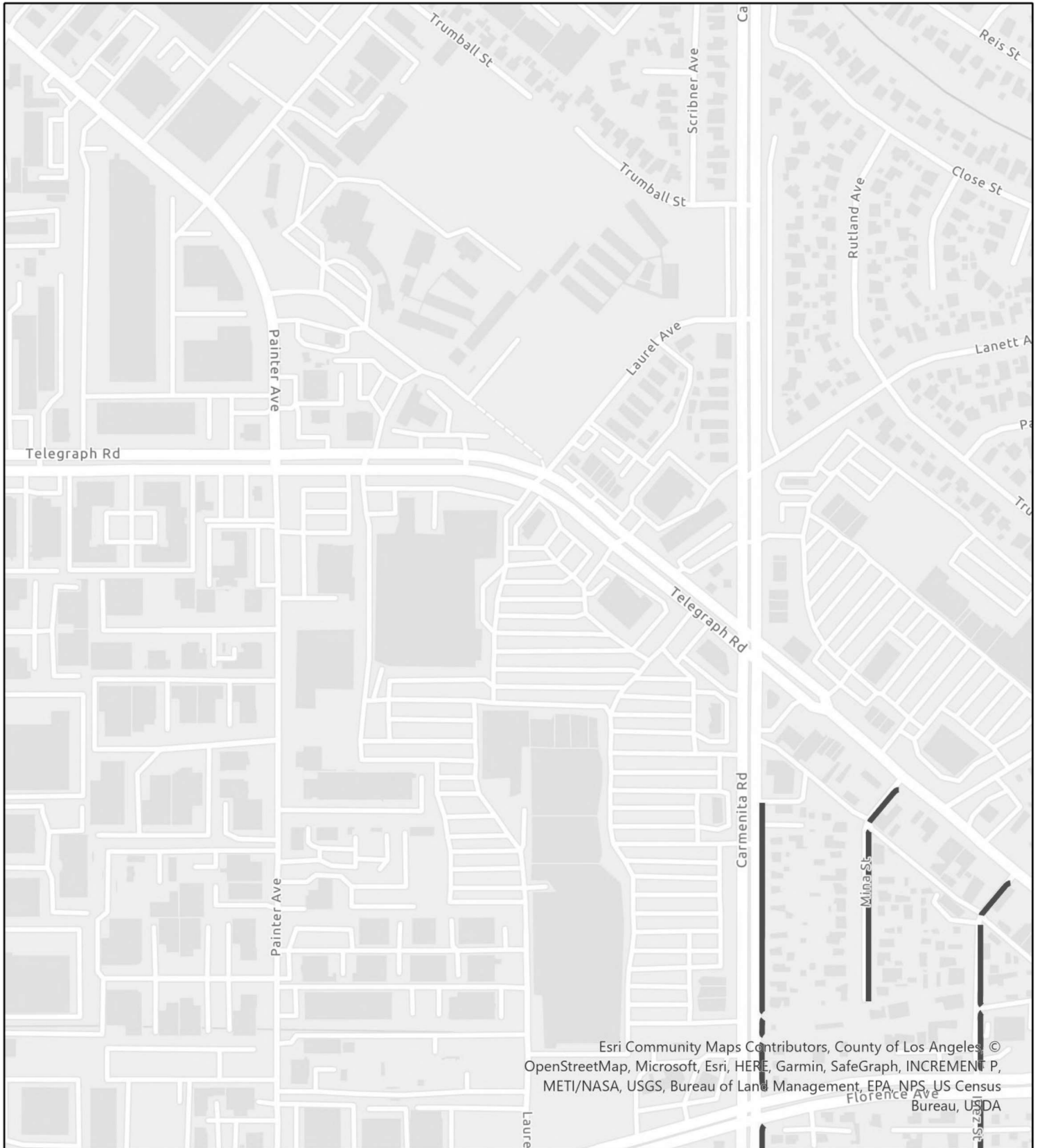
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OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, INCREMENT P,  
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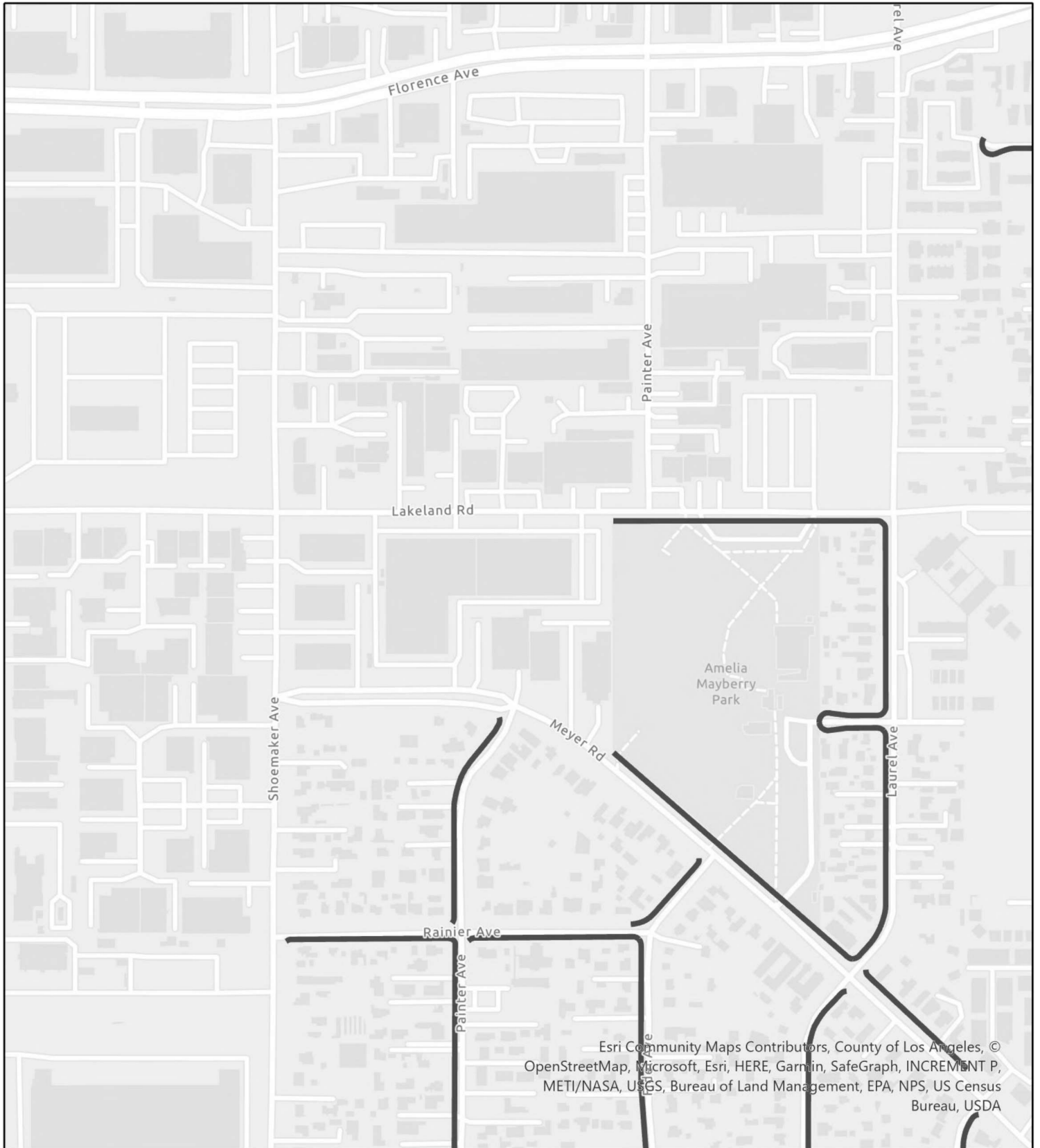


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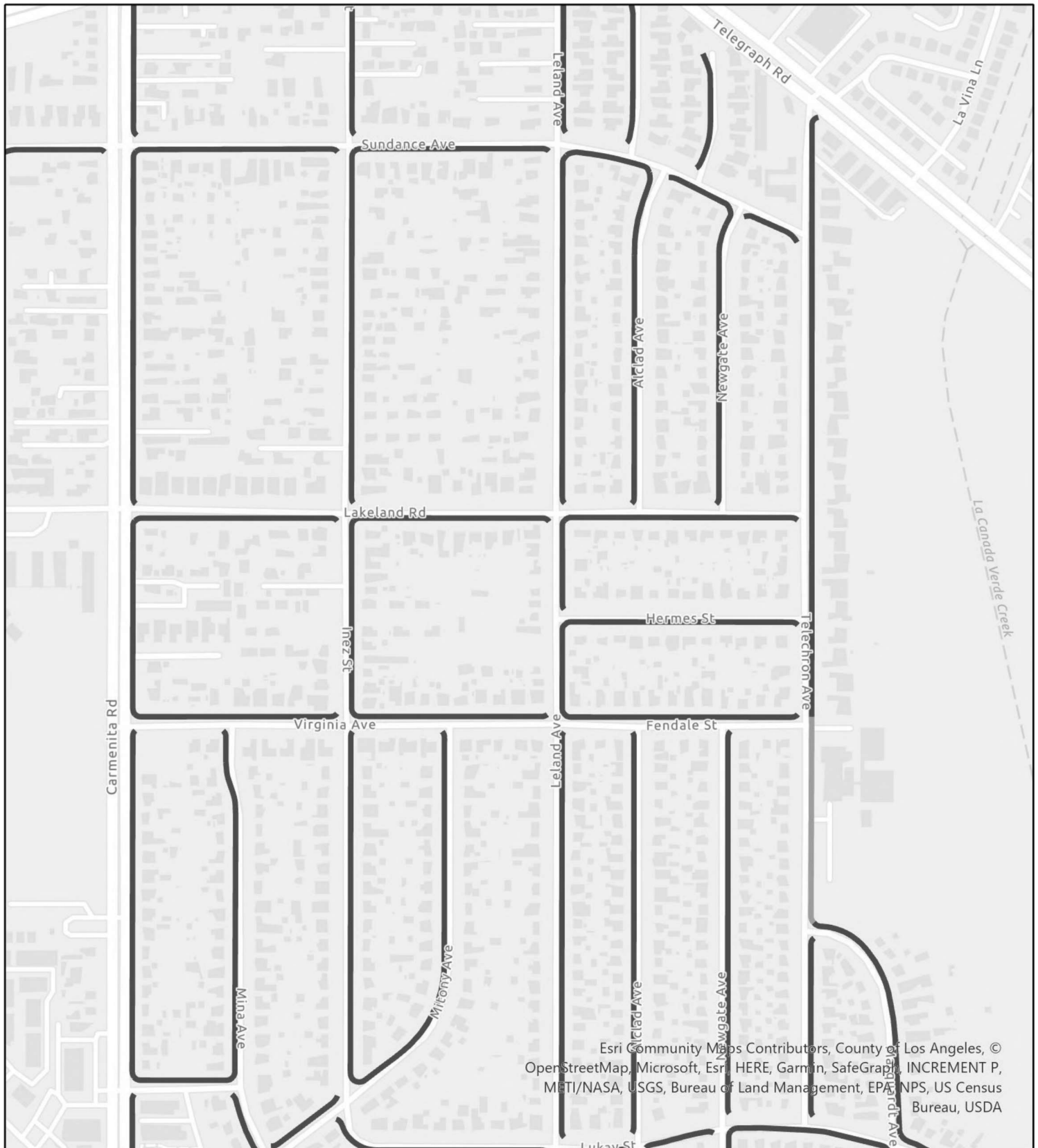


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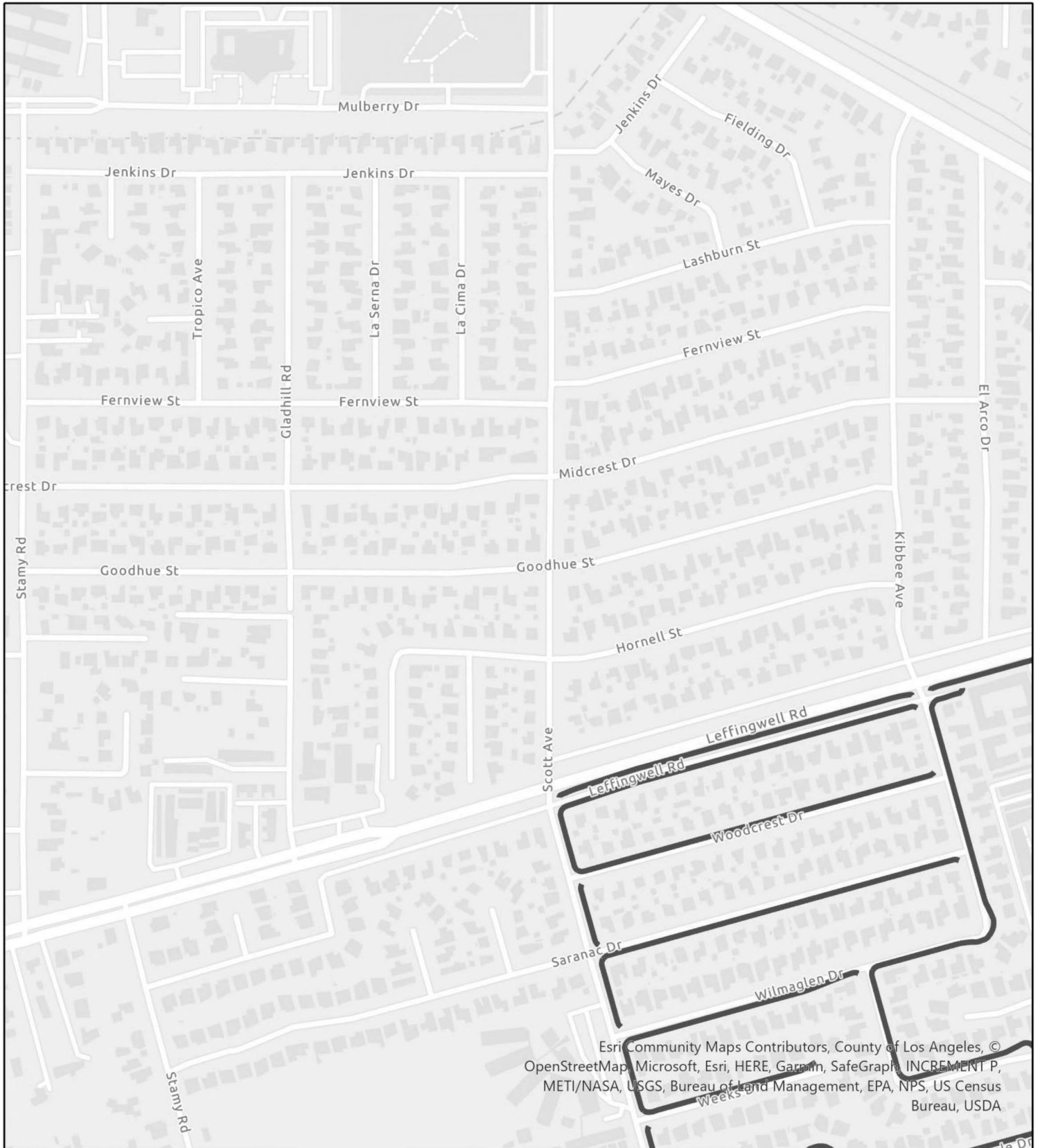


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OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, INCREMENT P,  
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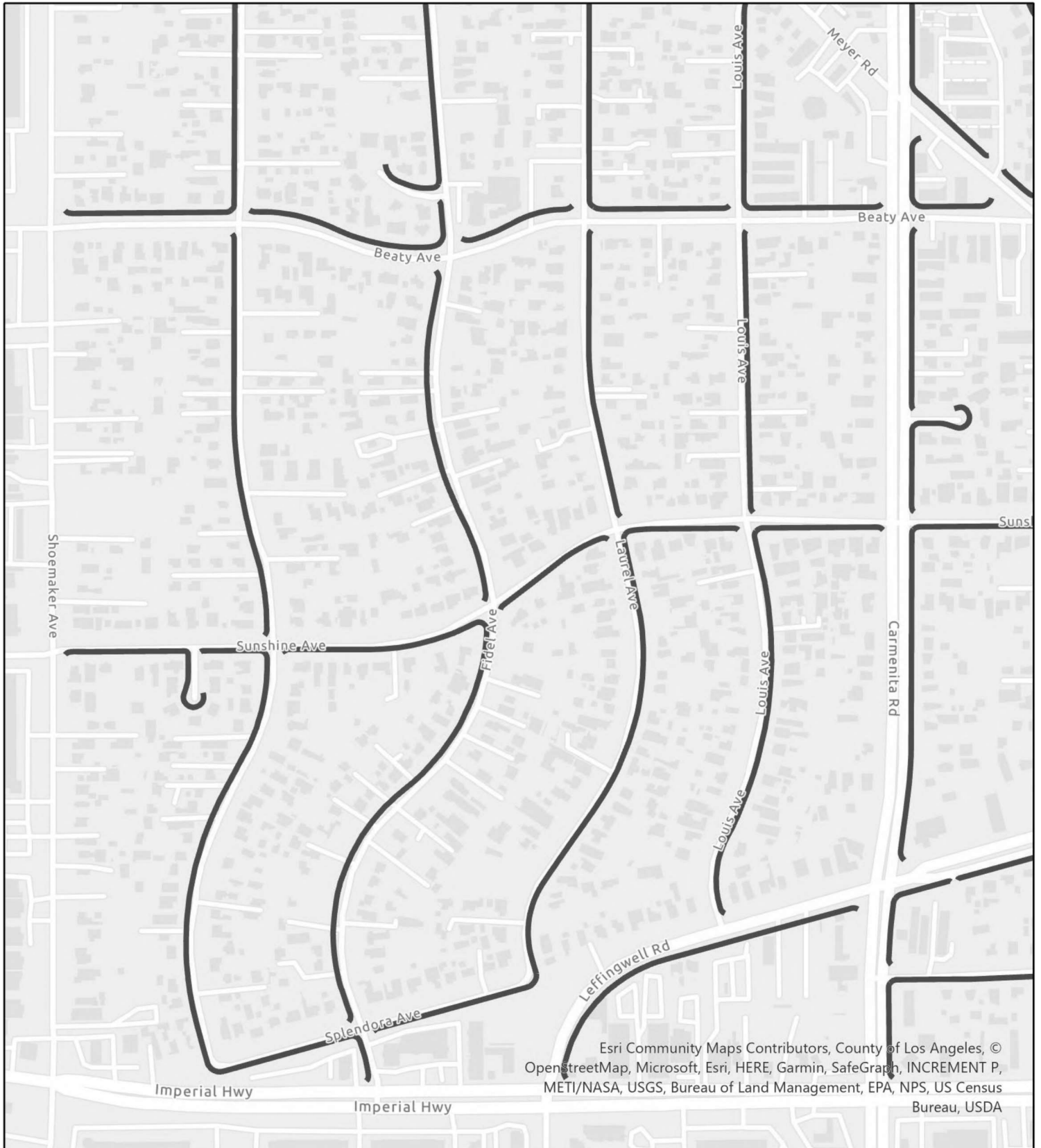
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Bureau, USDA

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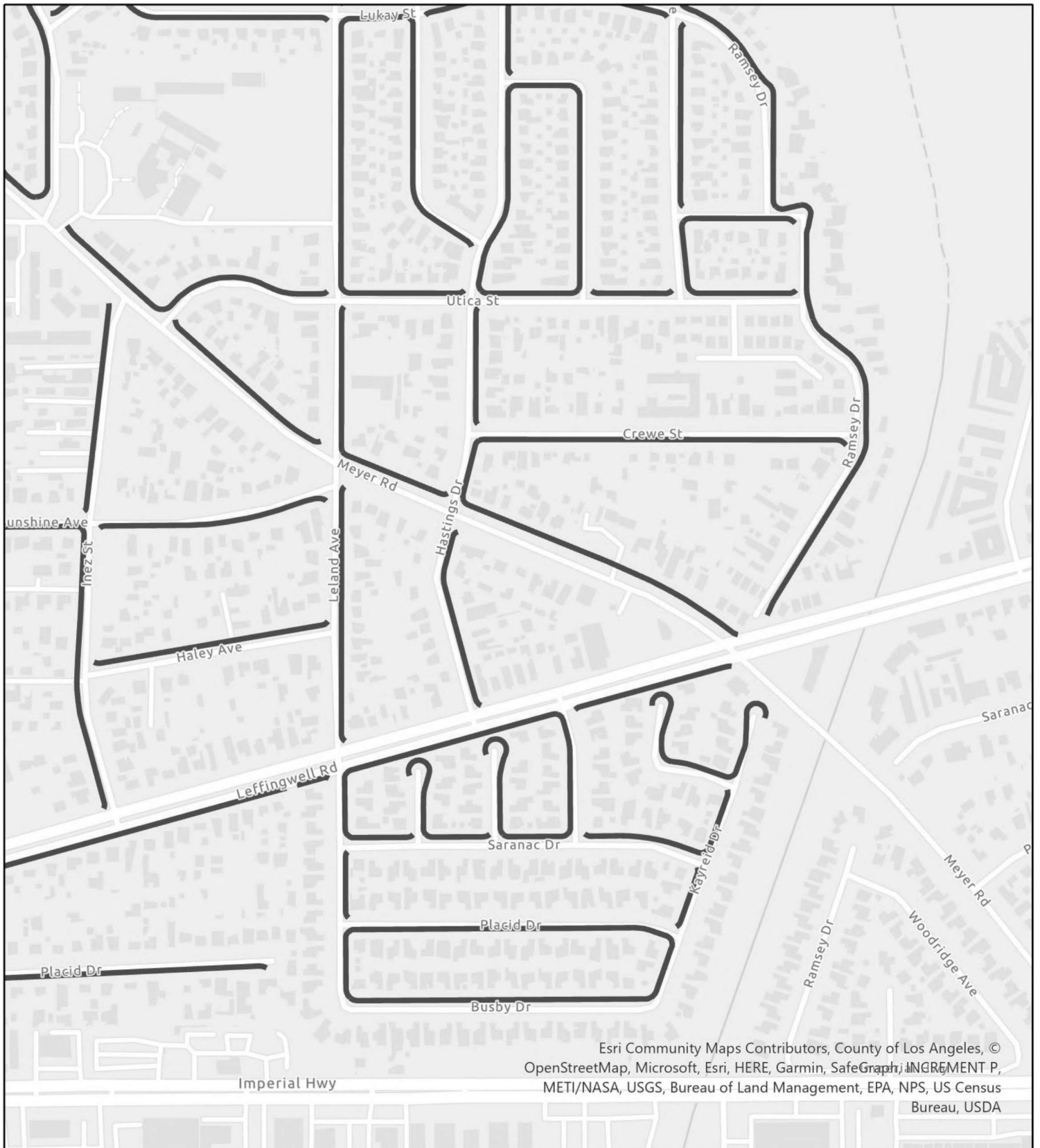


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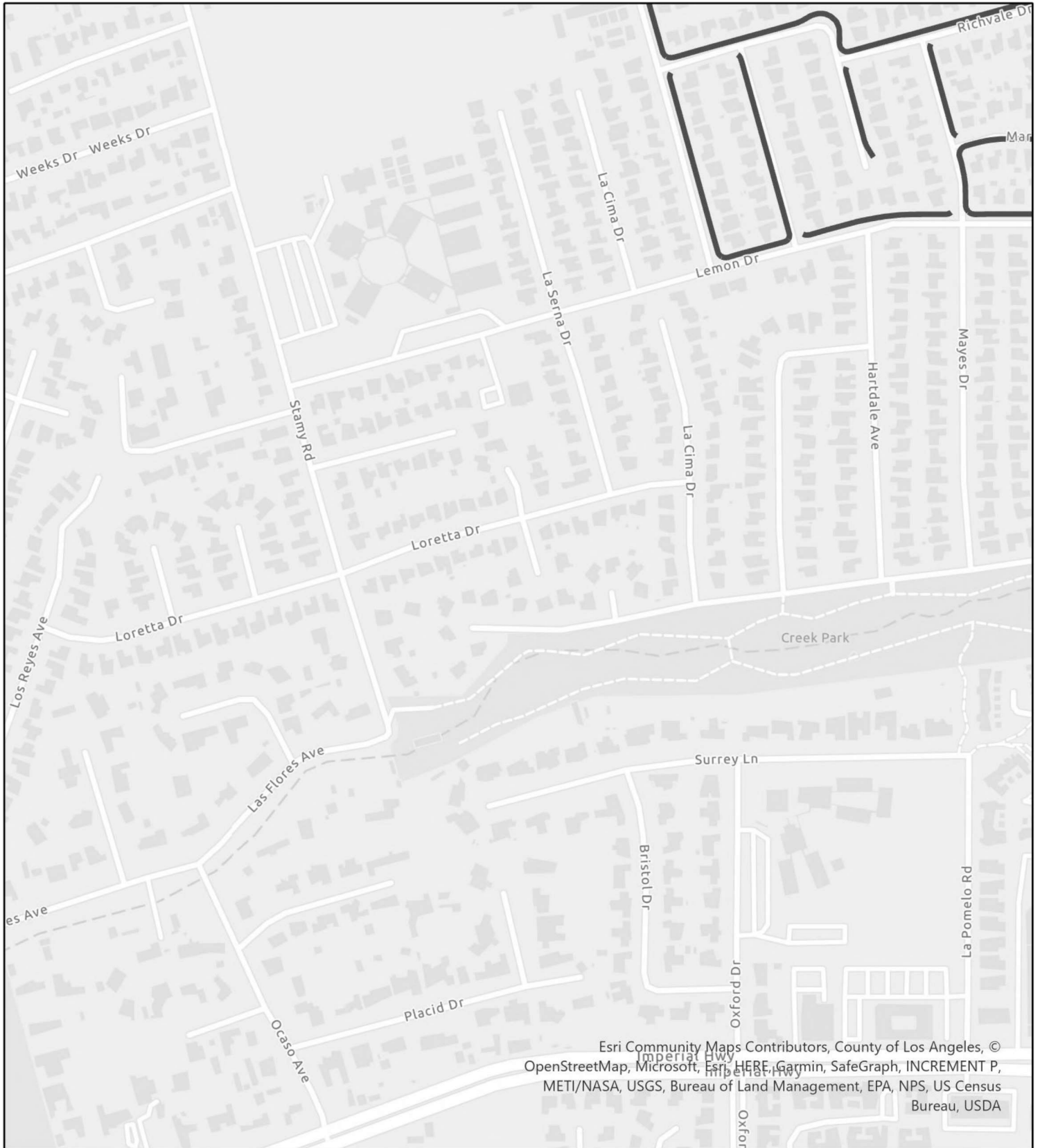


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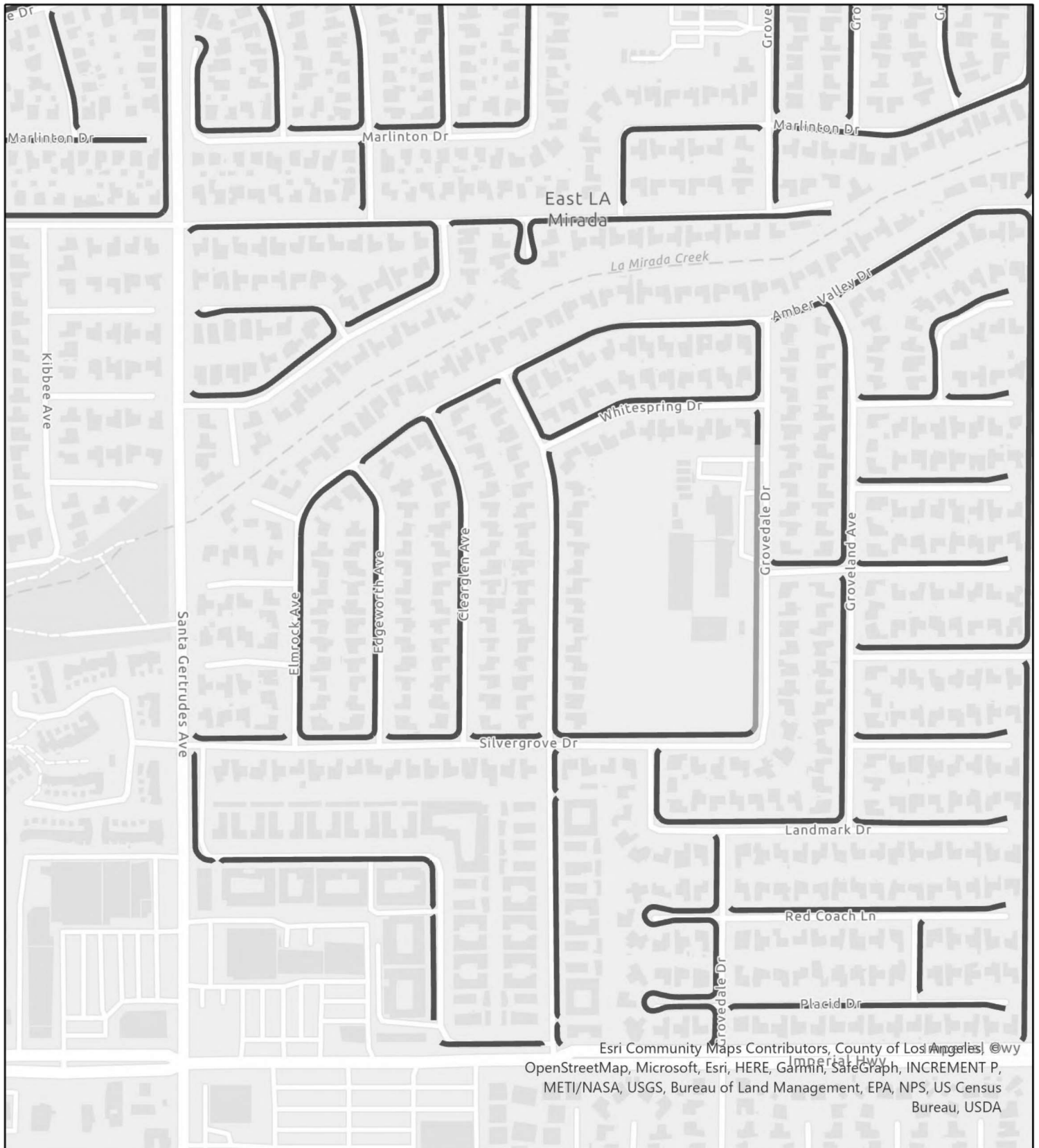


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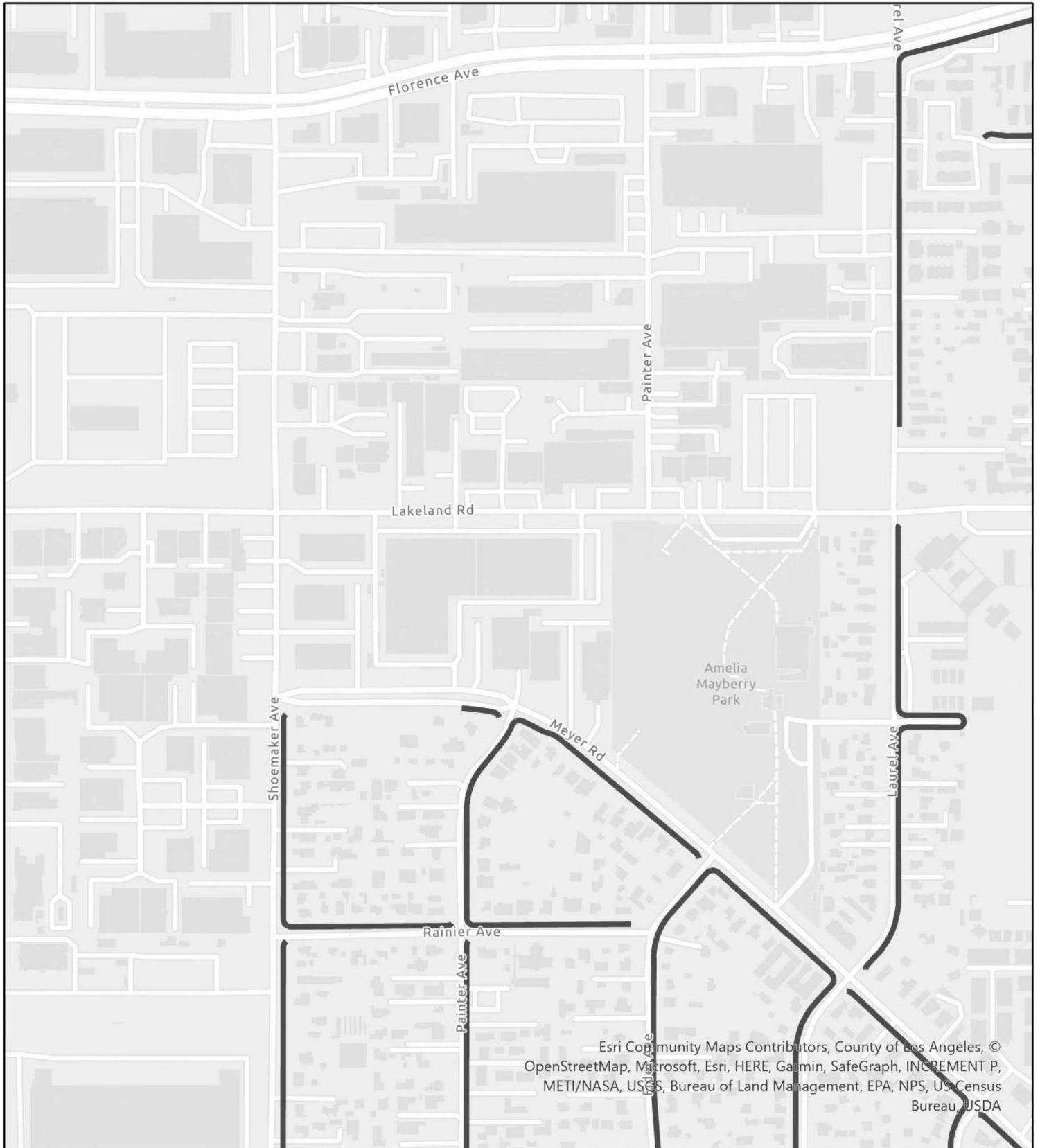


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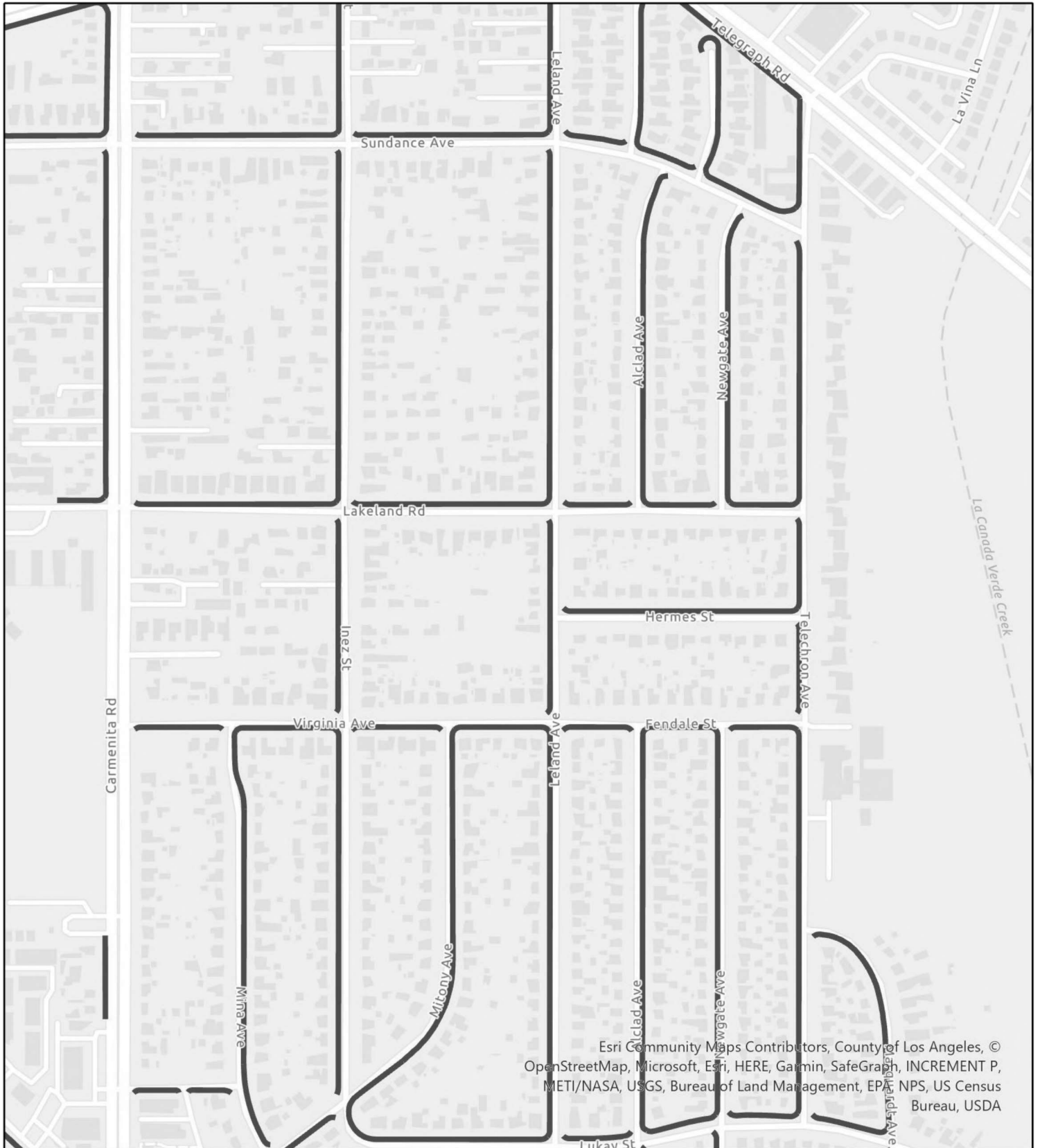


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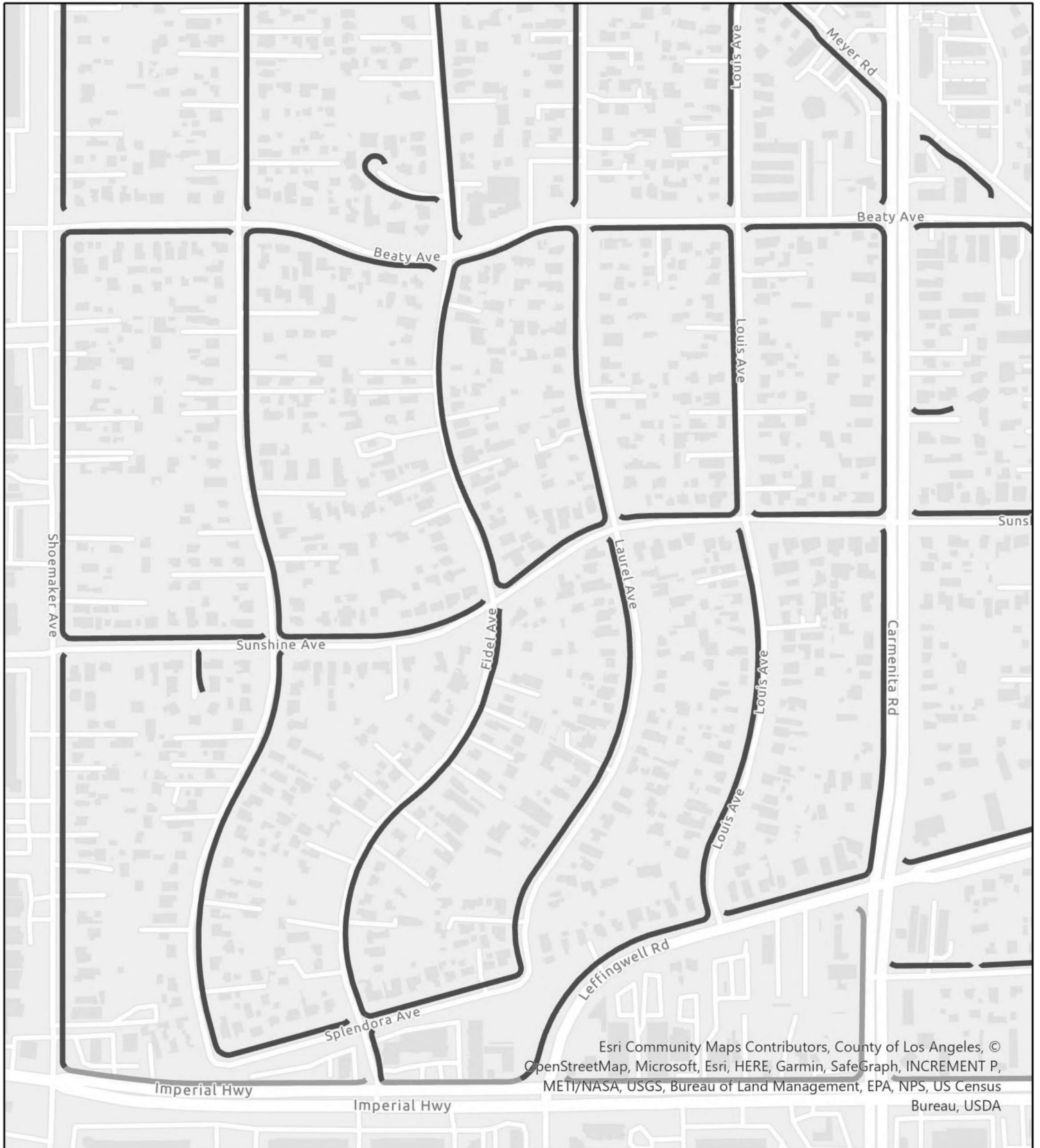


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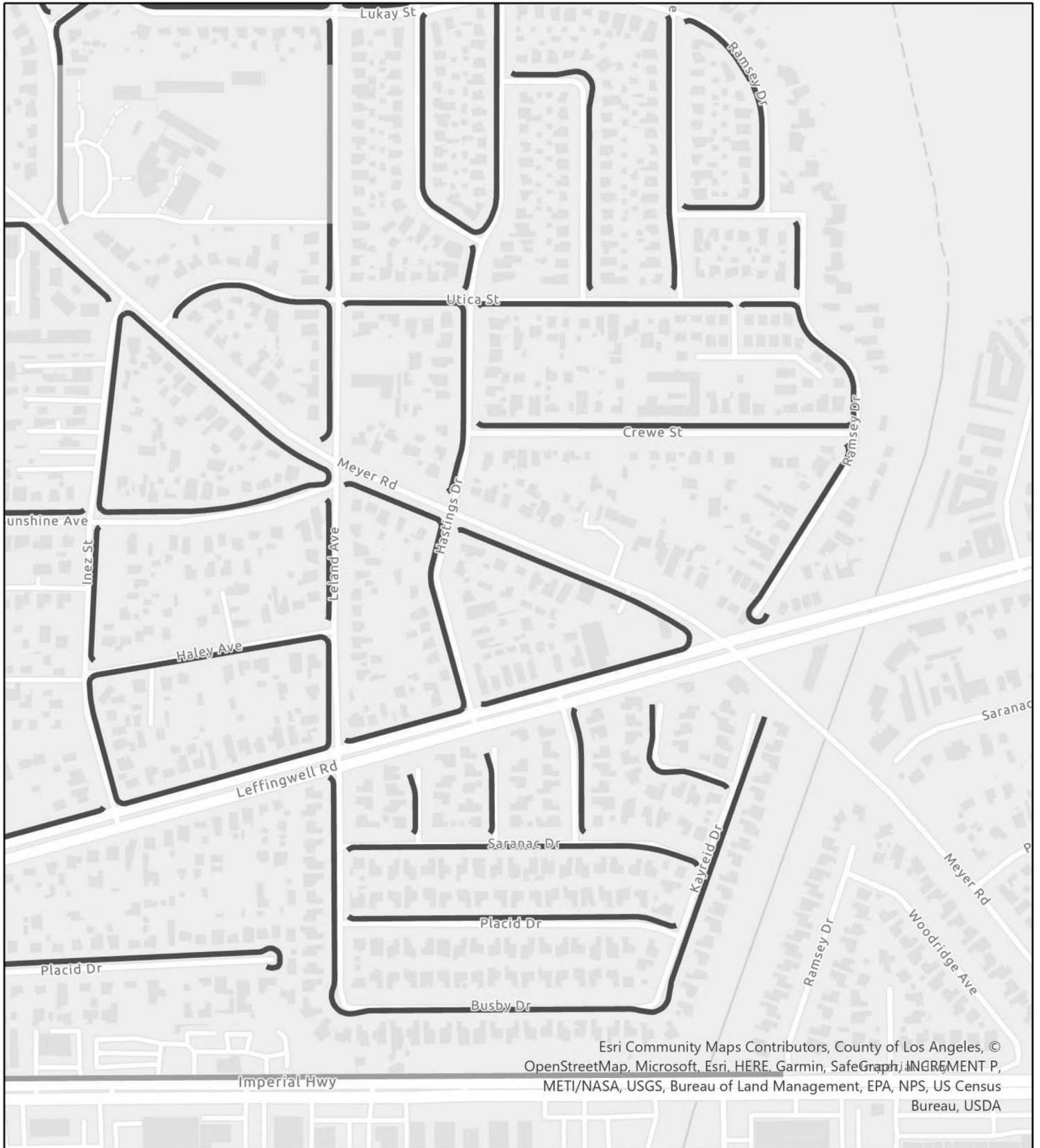


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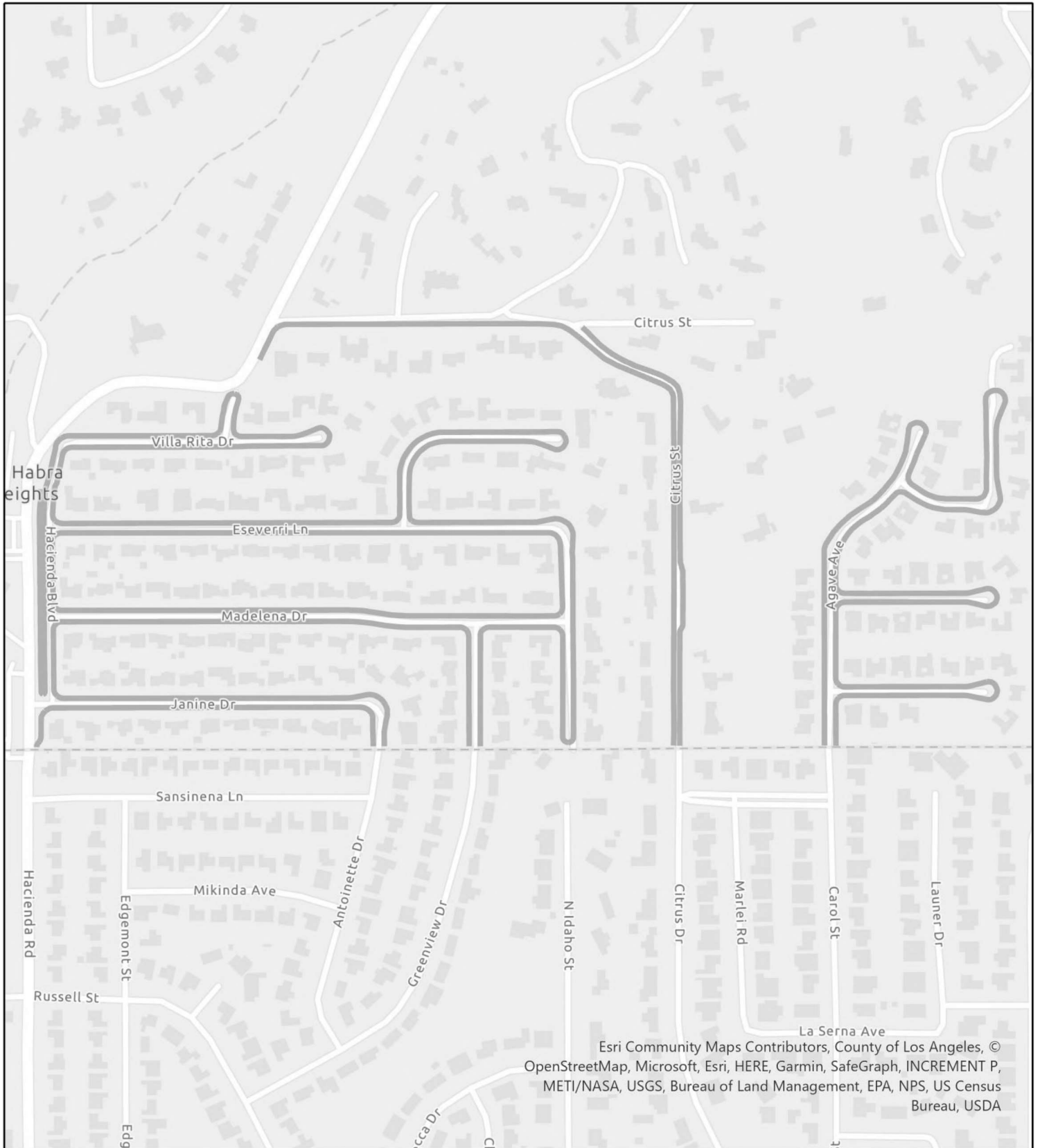


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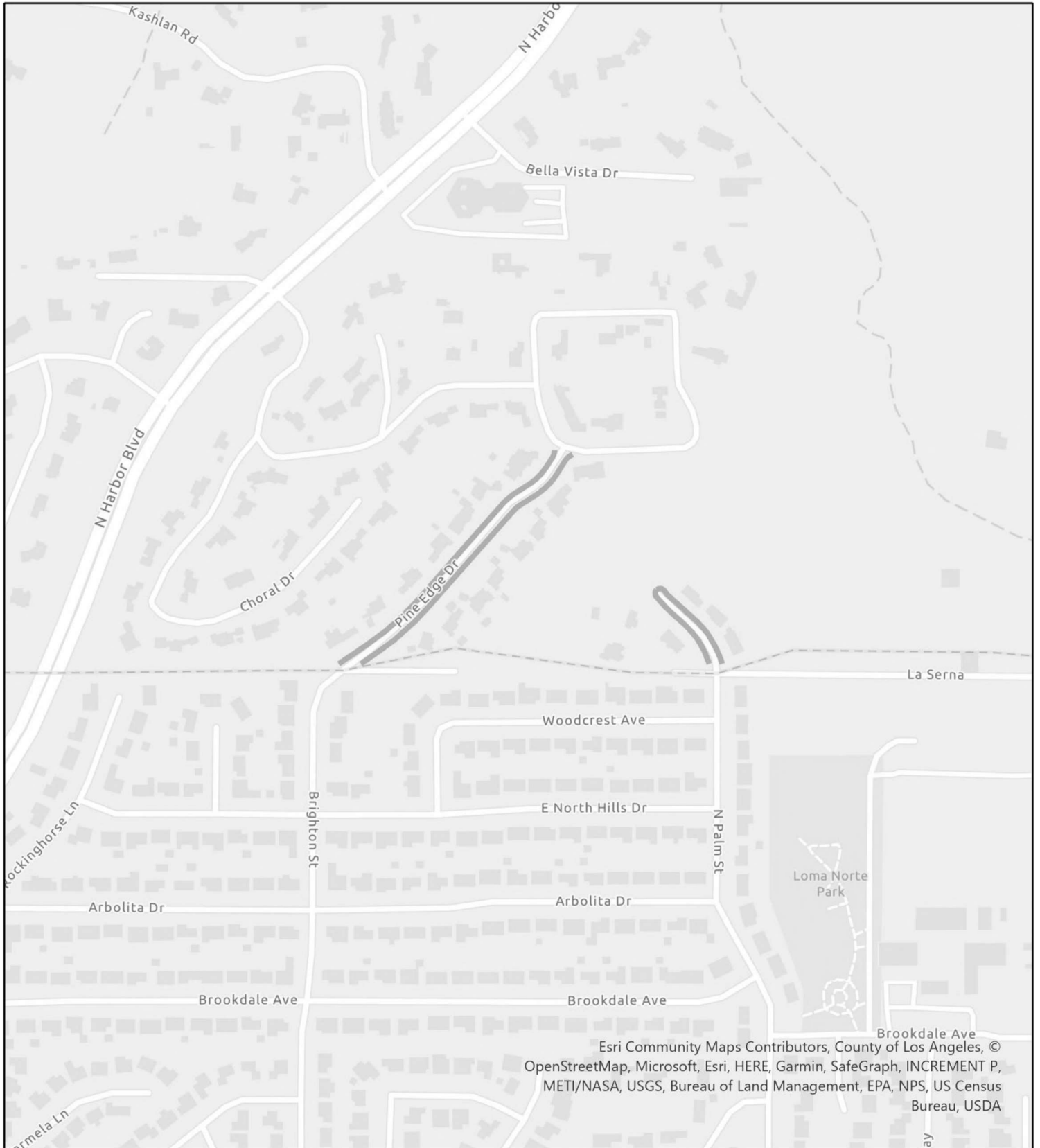


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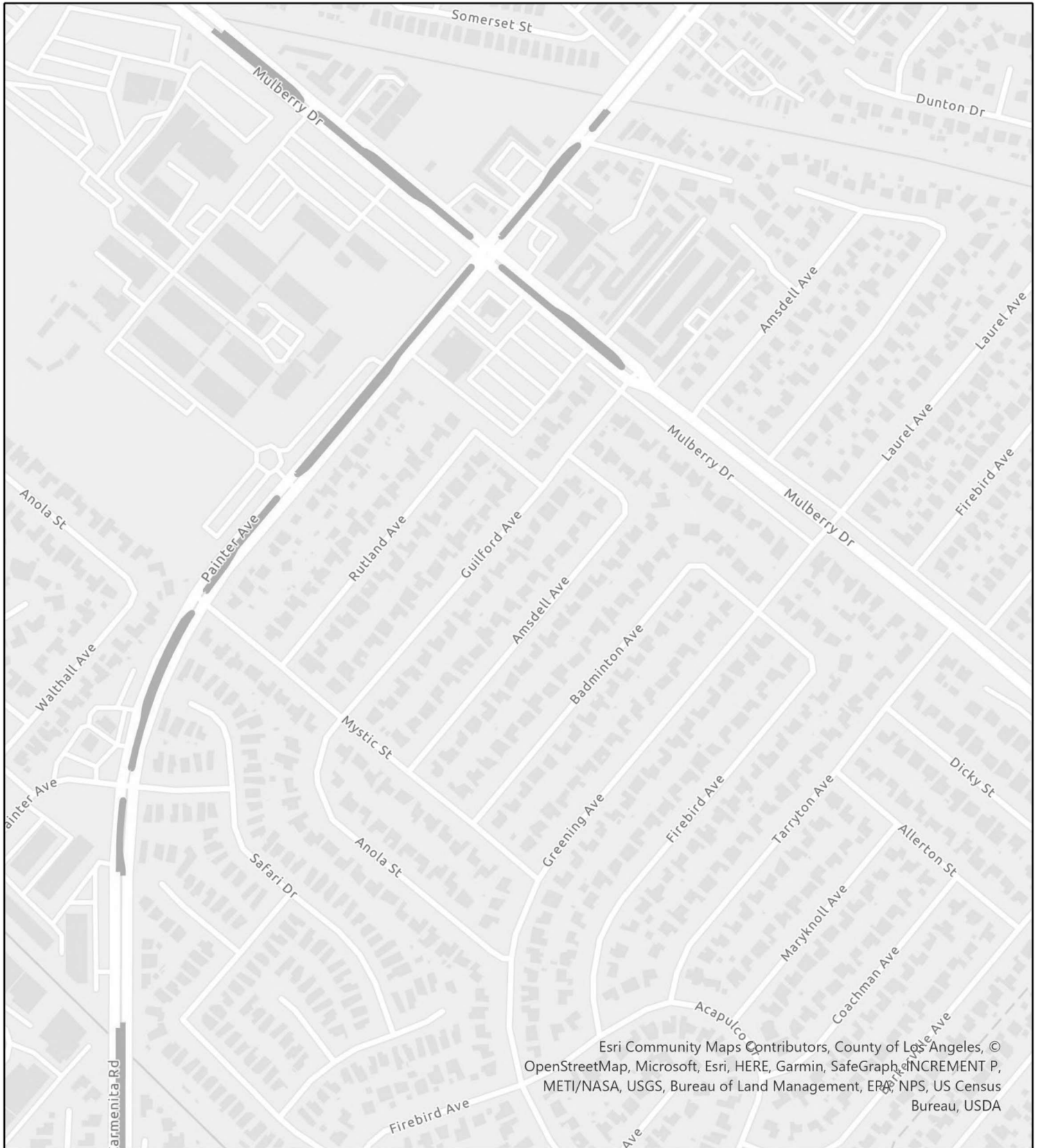


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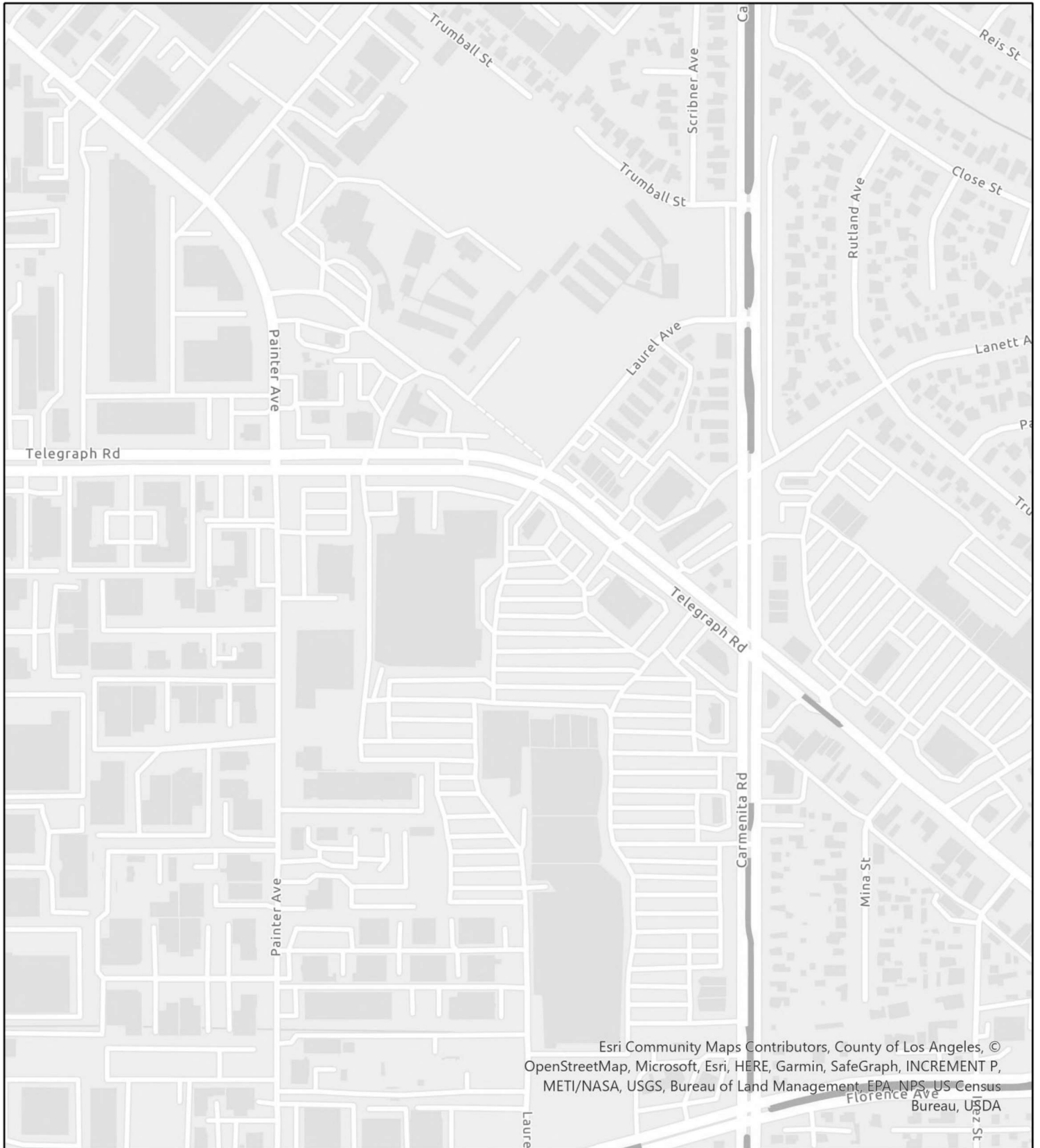


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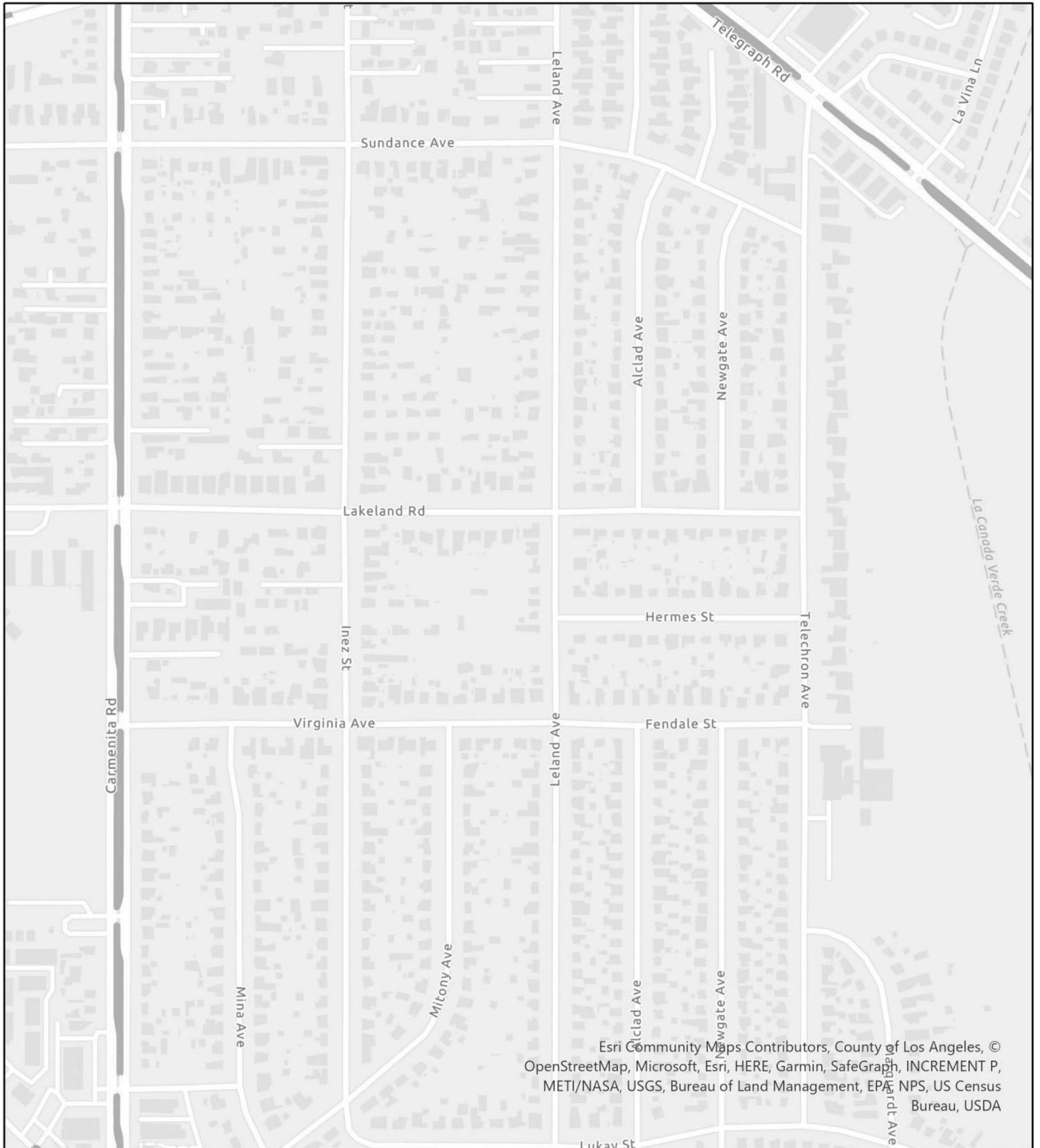


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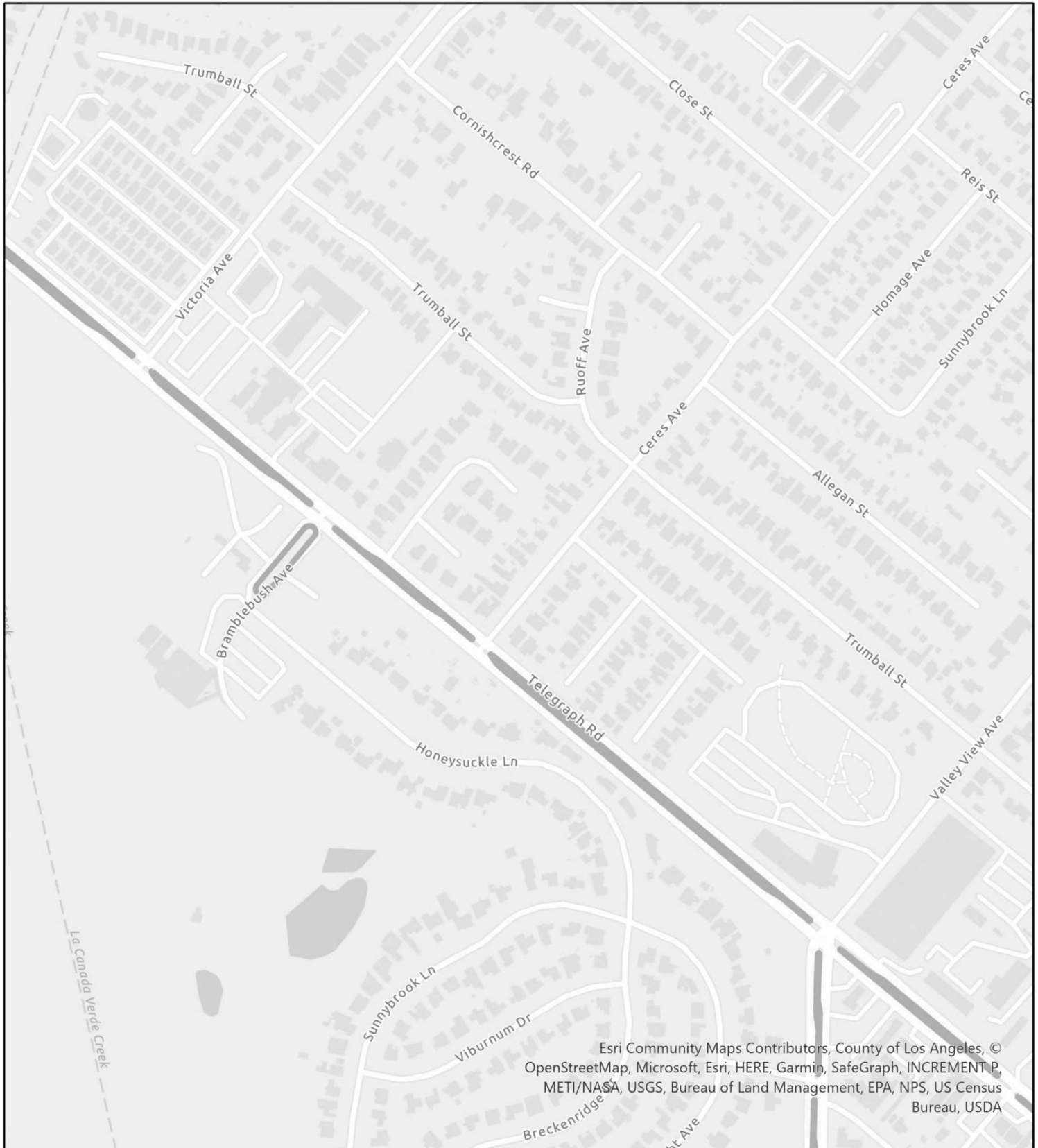


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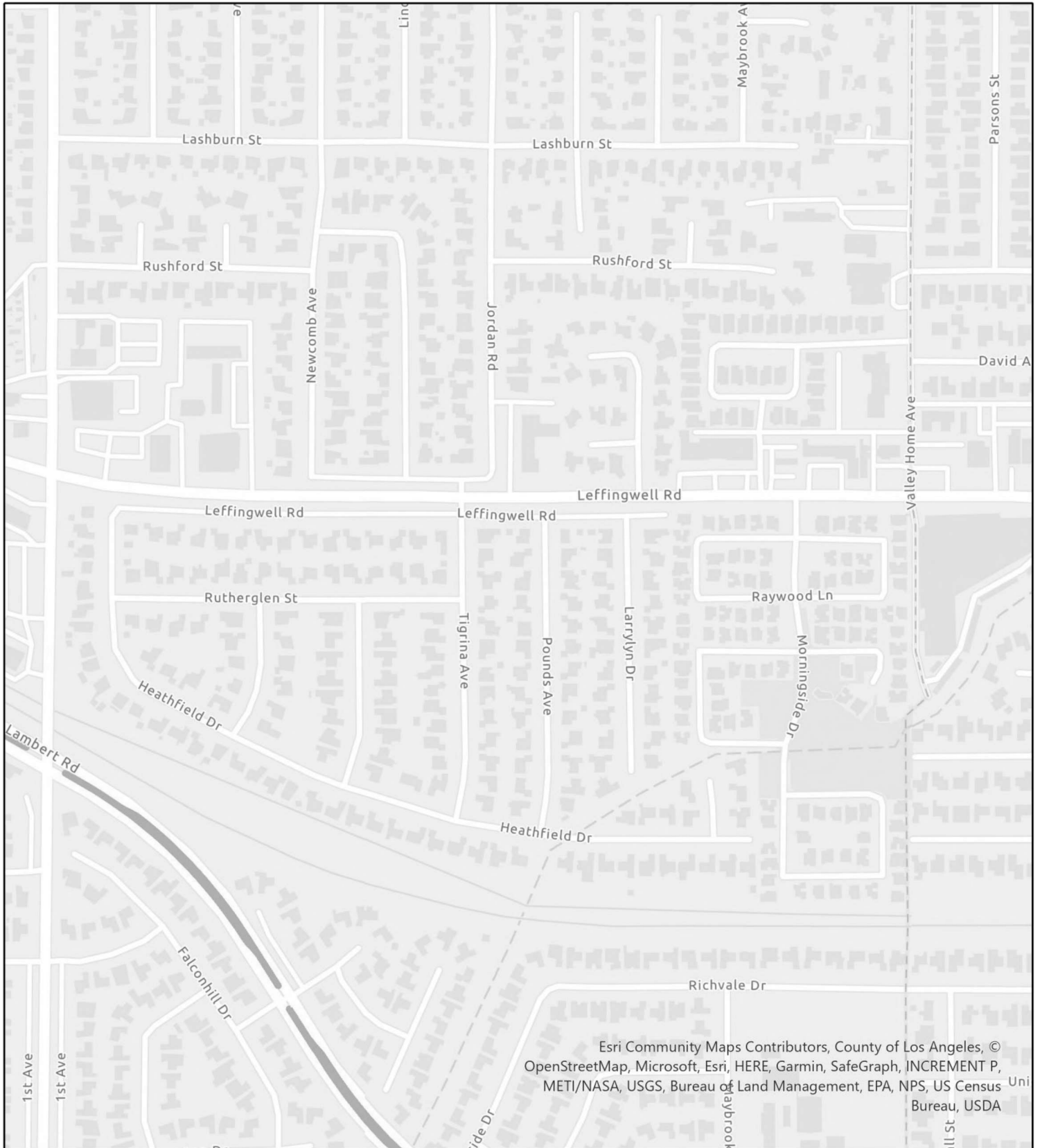


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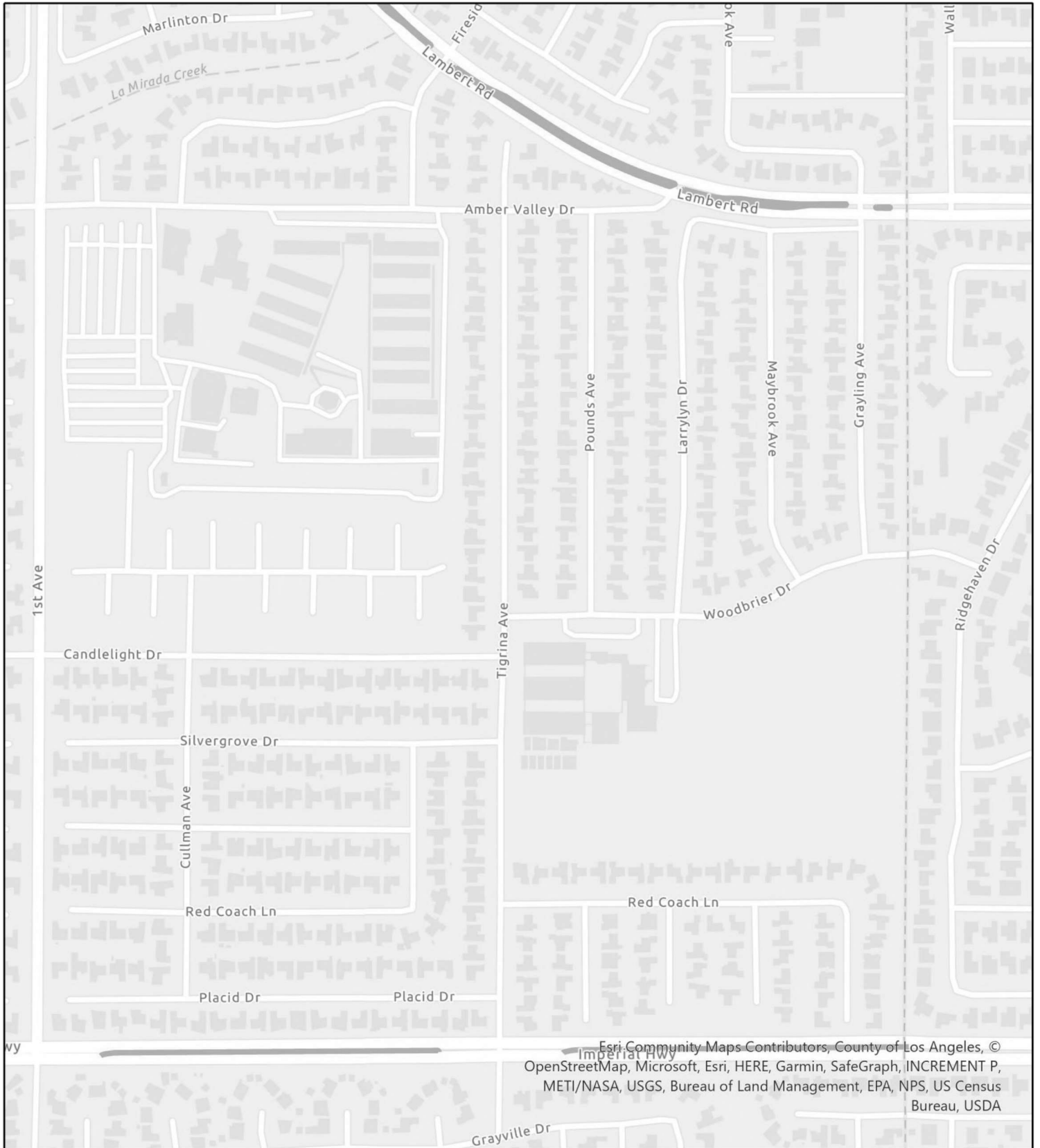


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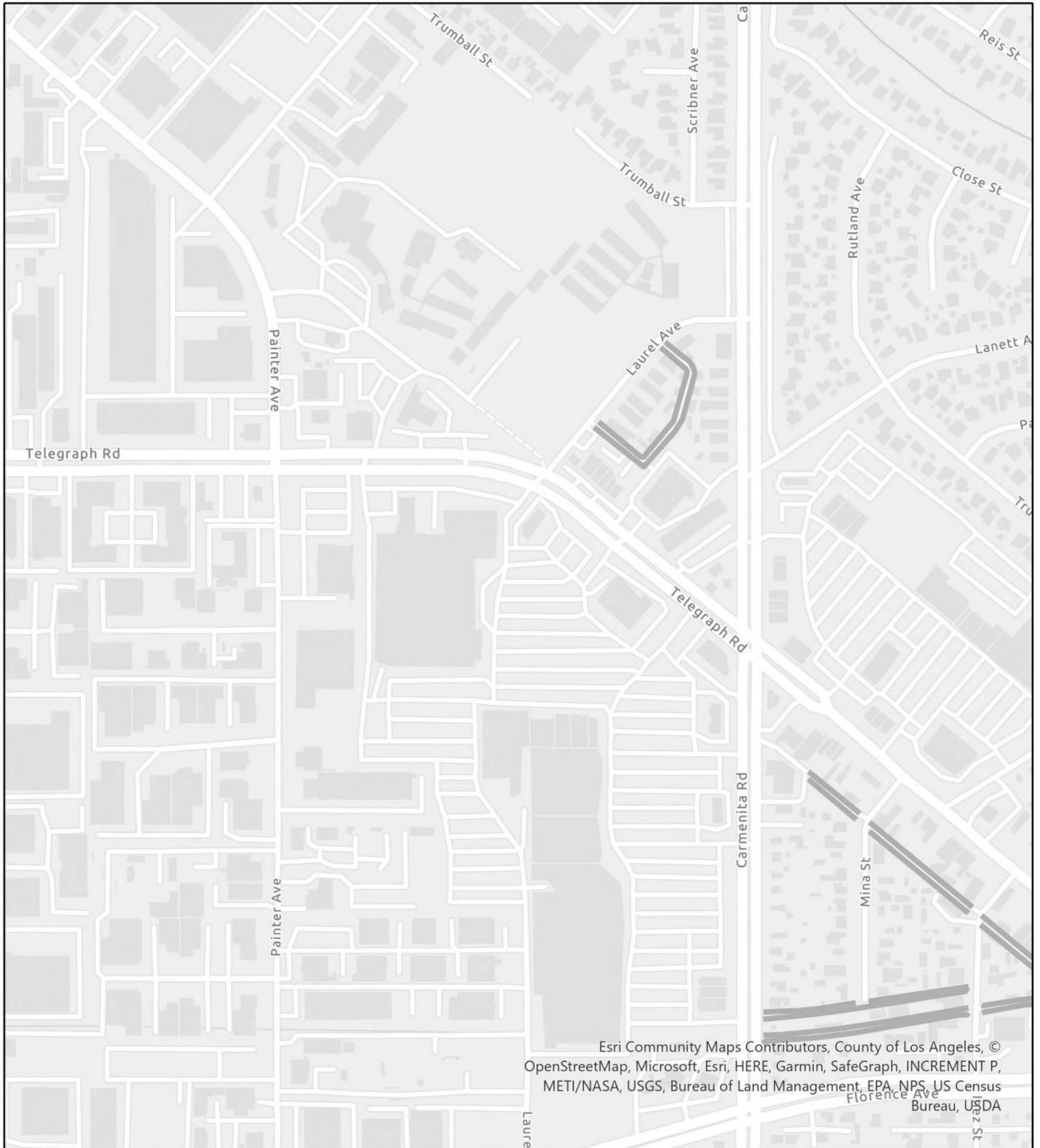


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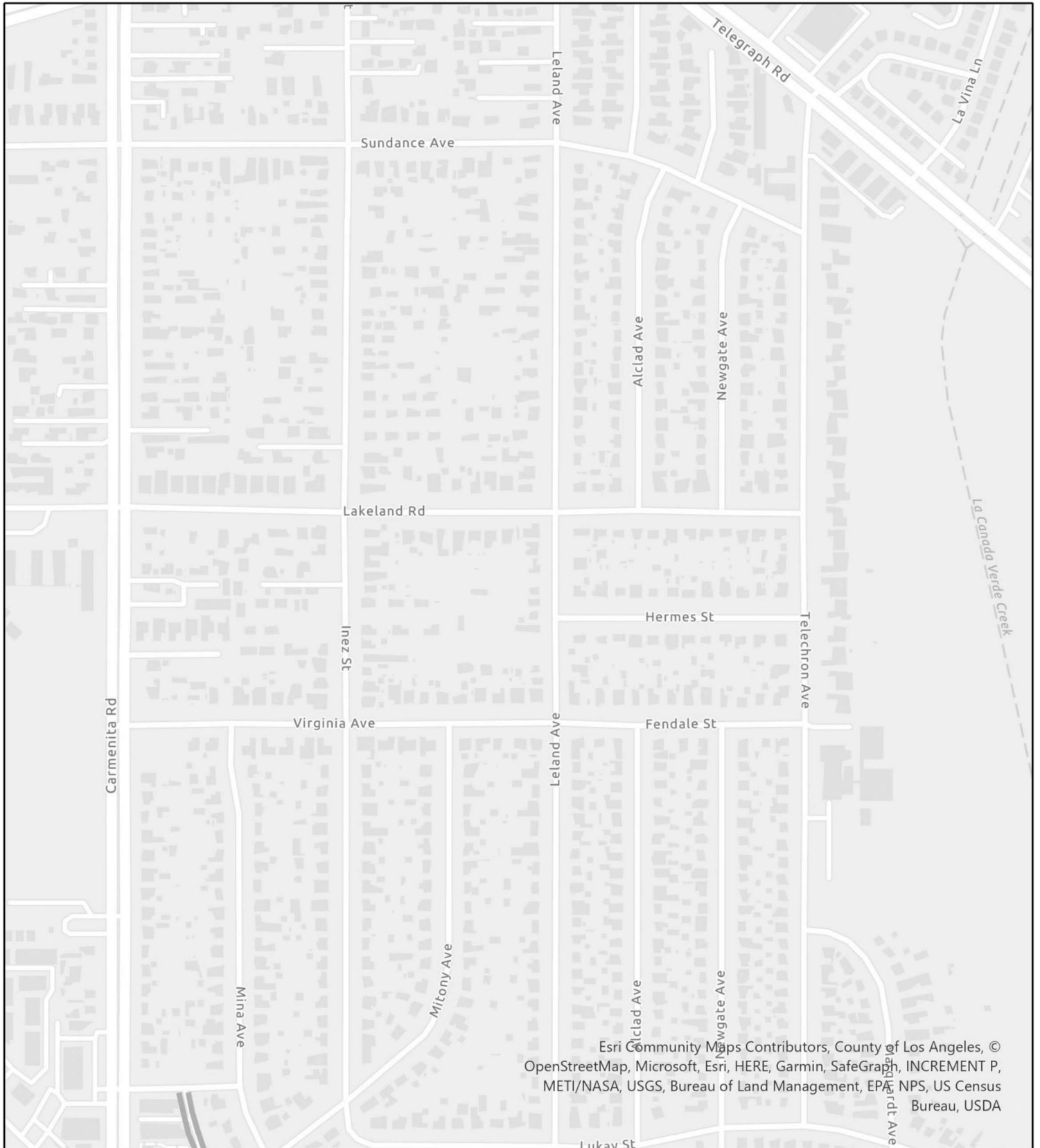


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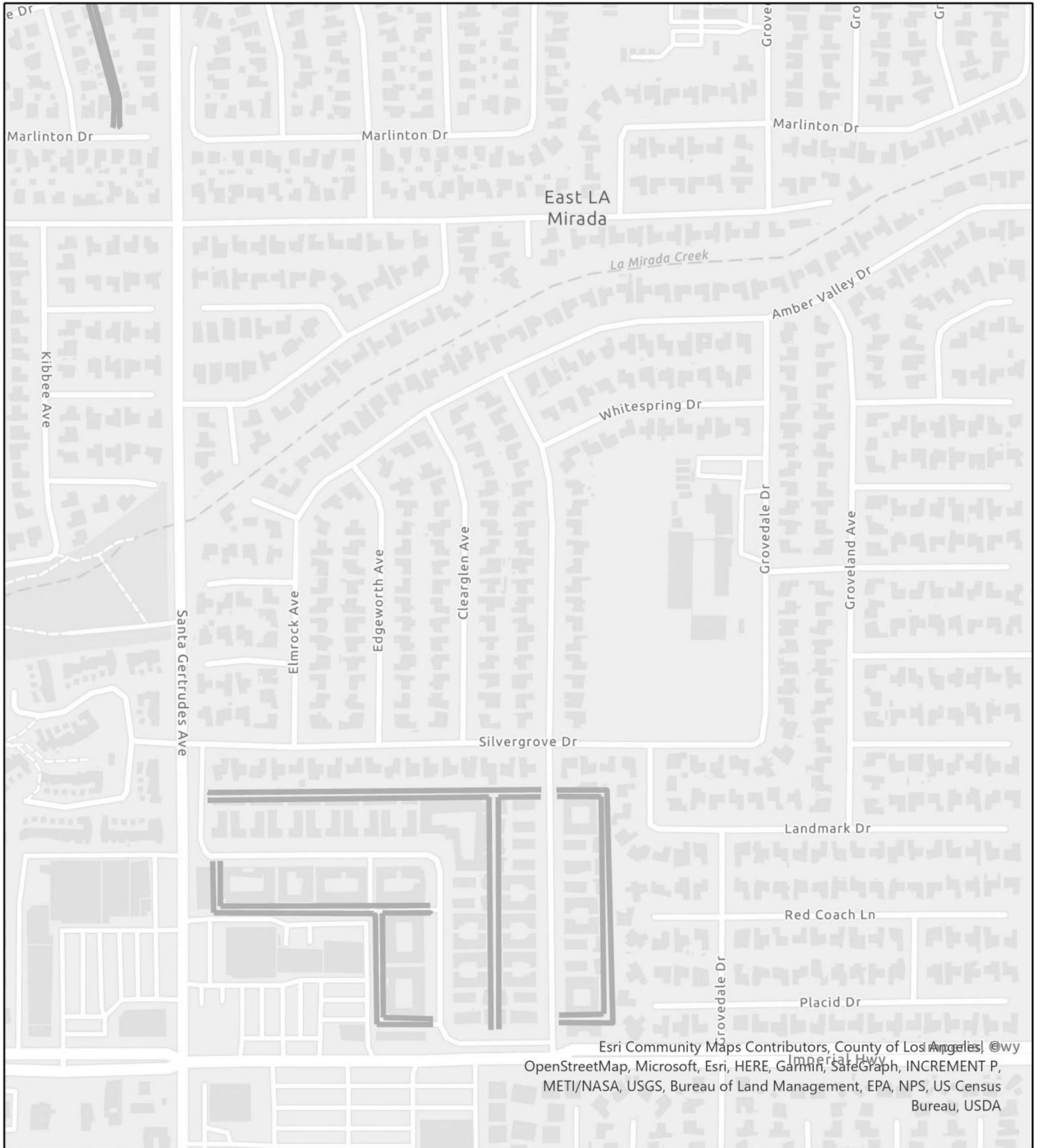


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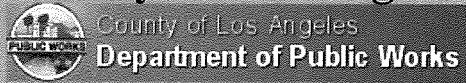
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## Section One

### County of Los Angeles



### Response to Request for Statement of Qualifications for Street Sweeping Services (2015-SQPA004)

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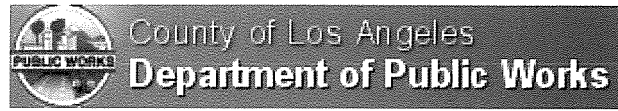


Gary M. Clifford  
Executive Vice President  
April 14, 2015

## Section Two

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<b><i>Section Five</i></b>	Experience
<b><i>Section Six</i></b>	Work Plan
<b><i>Section Seven</i></b>	Quality Assurance Program
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<b><i>Section Sixteen</i></b>	Living Wage Ordinance – Application for Exemption
<b><i>Section Seventeen</i></b>	Fuel Cost Adjustment
<b><i>Section Eighteen</i></b>	Additional Information



## **Section Three**

### **Letter of Transmittal**

Please see the next page.



April 14, 2015

Angela Cho  
County of Los Angeles  
900 South Fremont Street  
Alhambra, CA 91803

Dear Ms. Cho:

Athens Services is pleased to submit the enclosed response to the County of Los Angeles' Request for Statement of Qualifications for Street Sweeping Services. As requested, we have enclosed an original and three copies of our proposal. Athens Services is the main operating company for Arakelian Enterprises, Inc., which is the legal entity that will sign and guarantee all performance under the contract.

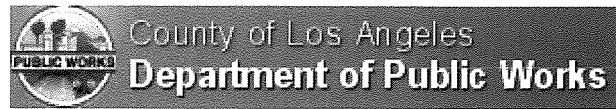
Athens Services is a fourth generation, family owned, and locally operated solid waste collection, processing and street sweeping company operating in the greater Los Angeles region. Our current collection operations and facilities are ideally suited to provide the County of Los Angeles with the best and most cost effective service, as we currently do in the Rowland Heights and Road District areas as well as many Los Angeles County Sanitation District locations. Our proposal fully addresses all requirements of the request.

We look forward to the County's review of our proposal and the opportunity to discuss our service and rate proposal in further detail.

Thank you.

Sincerely,

Gary M. Clifford  
*Executive Vice President*  
PO Box 60009  
City of Industry, CA 91716  
(626) 336-3636  
[gclifford@athensservices.com](mailto:gclifford@athensservices.com)



## **Section Four**

### **Support Documents for Corporations and LLC's**

Please see the pages that follow.

**State of California**  
**Secretary of State**  
CERTIFICATE OF STATUS

ENTITY NAME:

ARAKELIAN ENTERPRISES, INC.

FILE NUMBER: C1494158  
FORMATION DATE: 02/28/1991  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of March 25, 2015.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA  
Secretary of State



# State of California Secretary of State

**S**

## Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM****1. CORPORATE NAME**ARAKELIAN ENTERPRISES, INC  
PO BOX 60009  
CITY OF INDUSTRY CA 91716-0009**2. CALIFORNIA CORPORATE NUMBER**

C1494158

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)**3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
14048 VALLEY BLVD.	CITY OF INDUSTRY	CA	91716
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
14048 VALLEY BLVD.	CITY OF INDUSTRY	CA	91716
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
PO BOX 60009	CITY OF INDUSTRY	CA	91716

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ SEE ATTACHED SHEET	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

**Names and Complete Addresses of All Directors, including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
RON ARAKELIAN JR	14048 VALLEY BLVD	CITY OF INDUSTRY	CA	91716
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
MICHAEL ARAKELIAN	14048 VALLEY BLVD	CITY OF INDUSTRY	CA	91716
12. NAME	ADDRESS	CITY	STATE	ZIP CODE
RON ARAKELIAN III	14048 VALLEY BLVD	CITY OF INDUSTRY	CA	91716

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

KEVIN P. HANIFIN

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
14048 VALLEY BLVD	CITY OF INDUSTRY	CA	91716

**Type of Business**16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
WASTE COLLECTION AND RECYCLE

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/1/2014

ALEX HALL

CONTROLLER

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

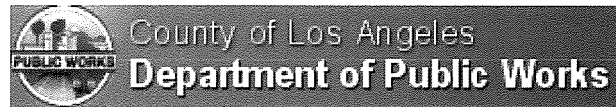
SIGNATURE

SI-200 (REV 01/2013)

APPROVED BY SECRETARY OF STATE

ARAKELIAN ENTERPRISES, INC.  
SCHEDULE OF OFFICERS

<u>Name</u>	<u>Office</u>	<u>Address</u>
Ron Arakelian, Jr.	Chief Executive Officer	14048 Valley Blvd., City of Industry, CA 91746
Michael Arakelian	Secretary	14048 Valley Blvd., City of Industry, CA 91746
Ron Arakelian, III	Executive Officer	14048 Valley Blvd., City of Industry, CA 91746
Greg Loughnane	President	14048 Valley Blvd., City of Industry, CA 91746
Kevin Hanifin	Chief Financial Officer	14048 Valley Blvd., City of Industry, CA 91746
Tim Powell	Chief Operating Officer	14048 Valley Blvd., City of Industry, CA 91746
Gary Clifford	Executive Vice President	14048 Valley Blvd., City of Industry, CA 91746
Dan Edwards	Executive Vice President	14048 Valley Blvd., City of Industry, CA 91746



## Section Five Experience

### Background

Arakelian Enterprises, Inc., dba Athens Services has been providing solid waste collection services in Los Angeles County since 1958. Over those last five decades, Athens has grown to the largest independent waste company in Los Angeles County. Athens is a fourth generation, family owned business. Three generations are actively involved in all aspects of the company's business. This provides great continuity and commitment that sets Athens apart from its competitors.

Athens Services has been providing street sweeping services since 1987. Athens clearly understands how to deliver high quality street sweeping service. We have audited every mile of the County streets prior to preparing this proposal to make sure that we are prepared to delivery for the County of Los Angeles.

We have the equipment and the manpower to add streets or do additional work as requested by the Public Works Director or his designee, including special events such as parades or community celebrations.

Our drivers are well trained to begin with, of course, but we take training even further by maintaining a weekly schedule of ongoing training in the proper operation of the equipment, proper safety techniques, and keep them current with any new pertinent information affecting their work. Drivers are trained to make as many passes as is required to deliver high-quality results. They are all professionally uniformed, name-tag identified, licensed, insured, and are skilled and experienced and will report any extraordinary service situations including low hanging tree limbs or other obstructions that prevent normal sweeping operations.



Our fleet is fully compliant with SCAQMD Rule 1186. We maintain adequate spare equipment inventory so that rare equipment failures are quickly addressed by dispatching spare equipment to the scene where necessary. We maintain a pool of spare drivers which assures that we will always have the necessary manpower to complete each day's assignments.

Athens Services will not be using any subcontractors in the performance of this contract in order to maintain our usual high level of quality control. Our proposal allows the County to enjoy very competitive pricing due to our knowledge, infrastructure, experience, and familiarity with the County's residents, businesses, and government.

### Organization

The person responsible for the administration of our contracts with the County is Gary M. Clifford, Executive Vice President. His resume, as well as those of other key members of the Athens Services team follows at the end of this section.

## Athens Services 24 hour Management Team Contact Information

<b>Name</b>	<b>Title</b>	<b>E-Mail</b>	<b>Phone</b>	<b>Role</b>
Gary M. Clifford	Executive Vice President	<a href="mailto:gclifford@athensservices.com">gclifford@athensservices.com</a>	(626) 934-2619	Provide executive sponsorship, provide capital, ensure all goals are met. Over 20 years of experience.
William Wilson	General Manager	<a href="mailto:wwilson@athensservices.com">wwilson@athensservices.com</a>	(626) 934-4696	General Manager responsible for the service to the County of Los Angeles. Over 20 years of experience.
Tommy Ouzoonian	Franchise Division Sales Manager	<a href="mailto:touzoonian@athensservices.com">touzoonian@athensservices.com</a>	(626) 934-4664	Coordinates Athens Public Relations efforts with Sweeping Operations to assure contract compliance and excellent service. Over 22 years of experience.
Cesar Ortiz	Street Sweeping Operations Manager	<a href="mailto:ortiz@athensservices.com">ortiz@athensservices.com</a>	(626) 934-4691	Responsible for the County of Los Angeles from the Operations aspect. He will make sure that our service exceeds the County's expectations. Over 10 years of experience.
Evelyn Cornejo	Customer Service Manager	<a href="mailto:ecornejo@athensservices.com">ecornejo@athensservices.com</a>	(626) 934-4606	Manages the Customer Service Department. Over 20 years of experience.

**GARY M. CLIFFORD**  
**EXECUTIVE VICE PRESIDENT**

**CURRENT RESPONSIBILITIES**

Responsible for all of the municipal franchise operating divisions including collection, transfer, recycling, street sweeping, and disposal services. He directs the day to day operations, customer service, sales, and equipment maintenance areas. As the Executive Vice President, he oversees the company business strategies and development of new business opportunities along with compliance of all existing contracts and ventures and responsible for numerous hauling and street sweeping operations.

**EXPERIENCE**

Extensive senior management experience and leadership including researching, evaluating, capital project management, negotiating, and resolving complex managerial projects. His background includes many years spent with Warner Media Services, a division of AOL/Time Warner, and also as an Instructor at Azusa Pacific University, School of Business and Management. Gary also has expertise in the development of effective Customer Service and Marketing Departments.

Additionally, he has over 15 years of experience working with state and local governments, including development of public policy and procedure. He has worked with a broad array of public officials at state, local, and federal levels and has developed key relationships.

**EDUCATION**

- Master of Arts Degree (MAOM) in Organizational Management, Azusa Pacific University
  - Bachelor of Science Degree (BS) in Applied Management, Azusa Pacific University.
- 

**WILLIAM WILSON**  
**GENERAL MANAGER**

**CURRENT RESPONSIBILITIES**

As General Manager, he has day to day operational responsibilities for the division comprised of a fleet of over 150 vehicles and 250 employees. Duties include oversight of safety, customer service, and facility management.

**EXPERIENCE**

A seasoned transportation industry leader with over 20 years' experience who possesses excellent leadership, organizational, and project management skills. He has several years' experience administering contracts with City governments and manages our street sweeping fleet. He has also worked with the Federal government in the past and has over 10 years of experience executing successful municipal contract transitions.

**EDUCATION**

- MBA- Pepperdine University
- BA-Political Science – University Of California Riverside

**TOMMY OUZOONIAN**  
**FRANCHISE DIVISION SALES MANAGER**

**CURRENT RESPONSIBILITIES**

Responsible for developing new and enhancing existing relationships with local municipalities in regard to street sweeping. In recent years his experience includes developing the company's successful responses to RFP's for the Cities of Newport Beach, Villa Park, San Marino, Azusa, Covina, San Gabriel, Monterey Park, LA County-Rowland Heights, Pomona, San Fernando, and others. Additionally, he works closely with chambers of commerce, colleges and school districts, and various business and community leaders.

**EXPERIENCE**

Over 22 years with Athens Services. Experience includes management of the Sales Department and Planning Department and has worked on many vital special projects including acquisitions. He will develop the Public Education materials for the County of Los Angeles, if required.

**INDUSTRY ACTIVITIES**

- Frequent presenter at community organizations throughout Southern California
- Guest lecturer at local colleges and school districts and large commercial customers

**EDUCATION**

California State University at Fullerton

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**CESAR ORTIZ**  
**STREET SWEEPING OPERATIONS MANAGER**

**CURRENT RESPONSIBILITIES**

As the street sweeping Operations manager, he oversees the day-to-day sweeping operations in two Counties. He is responsible for keeping and maintaining quality service, customer relations, up to date employee's files, accident investigation and reporting, conducts safety meetings and trains drivers on safe driving techniques. Maintains regular contact with City and County Staff to assure contract compliance and acts as the city liaison to make sure all City and County goals are met.

**EXPERIENCE**

A true industry professional, he joined Athens in 2006 and brings extensive operational management experience to the team. Cesar is an excellent team motivator and is fluent bilingual English/Spanish, spoken and written, drug and alcohol abuse training certified, and accident investigation trained and certified.

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**EVELYN CORNEJO**  
**CUSTOMER SERVICE MANAGER**

**CURRENT RESPONSIBILITIES**

Evelyn manages the daily activities of all customer service personnel. She prepares customer/resident inquiry reports and makes sure that all supervisors and managers are informed and able to respond to our customers' special needs. Evelyn is responsible for hiring, training, and development of all Customer Service Representatives and Receptionists.

**EXPERIENCE**

Evelyn has over 20 years' experience in the industry and has worked on many vital projects to improve the quality of our service. Specifically, she has continued to maintain our 50 year tradition of answering the phone personally without the use of an automated system that frustrates so many. Her staff of over 3 dozen well-trained professionals keeps Athens as the leader in customer service in our industry.

## Minimum Mandatory Requirements for Street Sweeping Services



Athens Services has been providing refuse removal and recycling services in Southern California for over 50 years. We are family-owned and operated, offering a variety of state-of-

the-art services, including automated waste collection, mixed-waste material recovery and recycling, green waste recycling, organics collection and processing, and, *of course*, street sweeping services.

Over those last five decades, Athens has grown to be the largest independent waste company in Los Angeles County and one of the largest street sweeping companies. Athens is a fourth generation, family owned business. Three generations are actively involved in all aspects of the company's business. This provides great continuity and commitment that sets Athens apart from its competitors.

Athens Services has been providing street sweeping services for over 28 years. Currently, 27 municipalities in Los Angeles and Orange Counties have made the decision to have their street sweeping services managed by Athens Services and they are glad they did. Most of these contracts are long-term agreements demonstrating that the jurisdictions want us to continue to provide high quality, cost effective service! When it comes to street and parking lot sweeping, Athens has unmatched dedication, resources, and experience in Southern California. Our



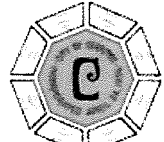






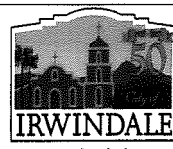




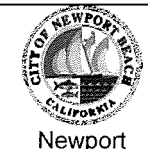

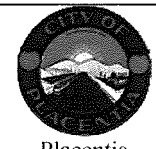



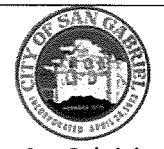
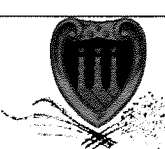







Our experience in street sweeping began in 1987 in the City of Temple City, a contract that we still service today. Since that time, we have added more cities because we clearly understand how to deliver high quality street sweeping services.

We work hard to improve efficiencies and make sure that our service is transparent to your residents and businesses. We have the most technologically advanced software, the best management and staff, and the best equipment.

Athens provides street sweeping services to over  
*one million* residents and businesses  
in Southern California.

As an overview, we currently have exclusive service agreements for street sweeping with the municipalities illustrated below. As requested by the County, specific information regarding our contracts are located on Forms PW-6. For your convenience, several letters of reference follow.

 CITY OF <b>AGOURA HILLS</b> Agoura Hills	 CITY OF AZUSA <b>AZUSA</b> Azusa	 <b>C</b> Cerritos	 COUNTY OF LOS ANGELES CALIFORNIA County of LA Road District	 COUNTY OF LOS ANGELES CALIFORNIA County of LA Rowland Heights	 COUNTY OF LOS ANGELES CALIFORNIA County of LA Sanitation District	 CITY OF COVINA CALIFORNIA Covina
 CITY OF GLEN DORA GLANDORA Glendora	 HERMOSA BEACH Hermosa Beach	 IRWINDALE Irwindale	 CITY OF LAKE FOREST DECEMBER 20, 1991 Lake Forest	 CITY OF MANHATTAN BEACH MANHATTAN BEACH Manhattan Beach	 CITY OF MONROVIA 1887 Monrovia	 CITY OF MONTEREY PARK CALIFORNIA Monterey Park
 CITY OF NEWPORT BEACH CALIFORNIA Newport Beach	 PALOS VERDES ESTATES Palos Verdes Estates	 CITY OF PLACENTIA PLACENTIA Placentia	 CITY OF POMONA INCORPORATED JANUARY 1906 Pomona	 CITY OF ROSEMEAD ROSEMEAD Rosemead	 CITY OF SAN FERNANDO CALIFORNIA San Fernando	 CITY OF SAN GABRIEL INCORPORATED APRIL 20, 1900 San Gabriel
 SAN MARINO San Marino	 CITY OF SANTA ANA SANTA ANA Santa Ana	 CITY OF SIERRA MADRE SIERRA MADRE Sierra Madre	 CITY OF SOUTH EL MONTE SOUTH EL MONTE South El Monte	 CITY OF SOUTH PASADENA CALIFORNIA South Pasadena	 CITY OF TEMPLE CITY CALIFORNIA Temple City	



## City of Manhattan Beach

### Public Works Department

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Phone: (310) 802-5300

FAX: (310) 802-5301

TDD: (310) 546-3501

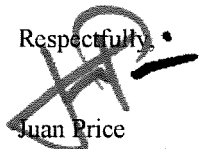
To Whom It May Concern,

Athens Services has been providing street sweeping services to the City of Manhattan Beach since September 1, 2011. Although they have only been servicing the City for a short time, I have been impressed with the smooth roll out and attention to customer service. Typically, the first few weeks of new contract implementation can be a chaotic and confusing affair. I was pleasantly surprised by the amount of work put in ahead of time by Athens Services to ensure a smooth service transition.

Our current contract has stipulations requiring that all debris be weighed at the time of diversion, including monthly reports and weight tickets. Additionally, there are stringent inspection and reporting requirements for any issues encountered on the streets or parking lots included within the scope of the current contract. Athens Services regularly reports low hanging branches from noncompliant trees, broken curbs, missing or damaged bumper stops, and graffiti within our parking facilities. These reports assist us in reducing our liability exposure and help ensure we deliver quality services to our residents

Any customer issues that have arisen, real or perceived, have been dealt with the same day, usually within the hour. The field supervisors assigned to our municipality will follow up face to face with our residents possible, with follow up phone calls to assure the issue has been resolved to the residents' expectations. Though their tenure with the City of Manhattan Beach has been limited, I have been very satisfied with the level of service and attention to detail they have provided to date. Please contact me directly if you wish to discuss any matters involving street sweeping in Manhattan Beach.

Respectfully,



Juan Price  
Maintenance Superintendent

City Yard Address: 3621 Bell Avenue, Manhattan Beach, CA 90266  
Visit the City of Manhattan Beach web site at [www.citymb.info](http://www.citymb.info)



Athens Services  
15045 Salt Lake Ave.  
PO BOX 60009  
City of Industry, CA 91716

To Whom It May Concern

It gives me great pleasure to recommend Athens Services to any company or public agency. The City of San Gabriel has worked with Athens Services for many years for trash services and now for the past year we have worked with their Street Sweeping Division. In that time, they have exceeded our expectations and proven that our move to venture with a new contractor for our street sweeping needs was well worth the change.

On many occasions we have contacted our Athens Representative, Cesar Ortiz, to assist us in cleaning city streets and/or areas that were not due for normal routine service that day, on each occasion Athens Services was able to accommodate our request within a more than reasonable timeframe. Furthermore, the customer service attention we receive from our representative and up the chain of command to a corporate level is outstanding. Athens Services as a whole maintains a high degree of involvement and has effectively incorporated themselves as part of the City team.

I recommend Athens Services with enthusiasm and when given the opportunity would recommend them to any person or entity.

Should you require any further information please do not hesitate to contact our Public Works Office.

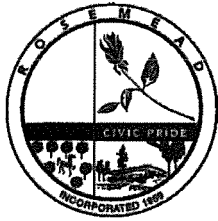
Sincerely,

Bob Bustos  
Interim Public Works Director

MAYOR:  
GARY TAYLOR

MAYOR PRO TEM:  
STEVEN LY

COUNCIL MEMBERS:  
SANDRA ARMENTA  
MARGARET CLARK  
POLLY LOW



## City of Rosemead

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8838 E. VALLEY BOULEVARD • P.O. BOX 399  
ROSEMEAD, CALIFORNIA 91770  
TELEPHONE (626) 569-2100  
FAX (626) 307-9218

To Whom It May Concern,

Last year, the City of Rosemead approved a 5-year agreement with Athens Services to provide citywide street sweeping services. Since starting these services, the City has been very satisfied with the quality of these services as well as the professionalism demonstrated by Athens' team and approach to working in the community.

As part of the agreement, Athens sweeps residential areas on a weekly basis and commercial areas twice weekly. Athens also utilizes clean fuel equipment in street sweeping services, helping to meet air quality requirements and also demonstrate the City's commitment to environmental responsibility. During its tenure in Rosemead, Athens has also been a strong community partner, participating in the City's annual Public Works Week events, City special events, and local community affairs.

It should be noted that Athens also provides extremely competitive rates for street sweeping services. These rates have resulted in significant savings in operations and maintenance costs for the City.

The City looks forward to a long-lasting, productive working relationship with Athens Services. I would strongly recommend them for street sweeping services.

Please feel free to contact me at (626) 569-2118, if I can be of further assistance.

Sincerely,

CHRIS MARCARELLO  
Director of Public Works  
City of Rosemead

*The People are the City*

**Mayor**  
**JOSEPH V. AGUIRRE**

**City Administrator**  
**TROY L. BUTZLAFF, ICMA-CM**



**Councilmembers:**  
**SCOTT W. NELSON**  
**CONSTANCE UNDERHILL**  
**GREG SOWARDS**  
**JEREMY B. YAMAGUCHI**

**401 East Chapman Avenue - Placentia, California 92670**

**To Whom It May Concern:**

This letter is to provide reference information for Athens Services. The City of Placentia switched from an in-house street sweeping operation to contract street sweeping services provided by Athens Services in September of 2009.

We have found Athens Services to consistently perform their duties with the utmost of professionalism. Every step of the transition has been smooth and effective. From route planning to customer service we are overwhelmingly pleased with the performance of Athens staff and equipment.

It is without reservation that I am able to say, "Athens Services has clearly exceeded our expectations in their performance of street sweeping services for the City of Placentia."

**Sincerely,**

**Steve Drinovsky**  
**Director of Public Works**  
**City of Placentia**

**City of Placentia, Department of Public Works and Engineering**  
**(714) 993-8131**





## CITY OF NEWPORT BEACH

### GENERAL SERVICES DEPARTMENT

Mark Harmon, Director

To Whom It May Concern:

On April 27, 2010, the Newport Beach City Council approved a 10-year agreement with Arakelian Enterprises (dba Athens Services) to provide city-wide street sweeping services. Prior to this agreement, City staff and equipment provided street sweeping for our community. The contracting out of this service to Athens has resulted in a significant reduction in personnel and equipment costs.

To provide for a smooth transition from City to contractor provided service, we decided on a phased approach rather than a city-wide start date. The City's sweeper routes were divided into five sections, with Athens to start a new section every three to four months depending on their performance in each area. The contract also allows Athens to park and fuel their CNG clean air powered sweepers at the City Corporation Yard.

To date, we are ahead of schedule in phasing in the different sections of the City due to a smooth transition and the good work by the Athens sweeping crew. The change to a private contractor has gone relatively unnoticed by our residents. The routes have been completed in a professional, timely manner with new equipment that is kept clean and well maintained. We anticipate a continued positive working relationship as we move forward on transitioning the remaining sections of the City to Athens sweepers.

Please feel free to call me at (949) 644-3055 if you have any questions.

Sincerely,

Mark Harmon, Director  
General Services Department

3300 Newport Boulevard · Post Office Box 1768 · Newport Beach, California 92658-8915  
Telephone: (949) 644-3055 · Fax: (949) 650-0747 · [www.city.newport-beach.ca.us](http://www.city.newport-beach.ca.us)



To Whom It May Concern;

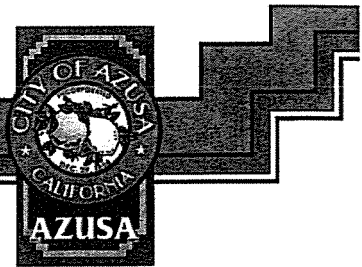
The City of Irwindale has recently retained Athens Services to perform its city-wide street sweeping. We have found their street sweeping services to be excellent and thorough. Additionally, their staff is professional and expeditious in addressing any and all emergency requests, questions or concerns the City has had with regard to street sweeping.

The City of Irwindale is truly satisfied with the street sweeping services provided to us by Athens Services.

Kwok Tam  
Director of Public Works



The Canyon City — Gateway to the American Dream



**RE: Letter of Recommendation**

To Whom It May Concern:

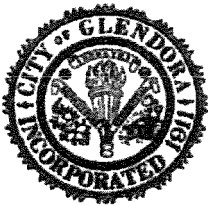
It is with pleasure I write this letter of recommendation for Athens Services. Athens Services has provided outstanding street sweeping services for the past 6 years. Furthermore, Athens was instrumental in a seamless transition from bi-weekly to weekly street sweeping. In order to execute this change, there were various proposals considered that required significant logistical analysis, so the changes in place would have minimal impact on our residents' parking convenience. We signed residential streets and created a partnership between our Police Department and Athens' to ensure consistency in this politically sensitive transition.

Athens is responsive and provides timely resolutions to resident complaints and special request from the City.

If you have any questions, feel free to contact me at 626-812-5248.

Thank you.

Tito Haes  
Public Works Director/Assistant City Manager



OFFICE OF THE CITY MANAGER

**CITY OF GLENDORA** CITY HALL

(626) 914-8201

116 East Foothill Blvd., Glendora, California 91741

FAX (626) 914-8221

city\_manager@ci.glendora.ca.us

To Whom It May Concern:

The City of Glendora has contracted with Athens Services since December 1, 2006 for street sweeping services. They have operated this service with the same high level of professional and customer service standards that they are known for with their solid waste services.

Our streets are cleaned on a regular schedule and we receive substantially less complaints now than when we did the service with our own crews. Additionally, the savings from contracting with Athens has been remarkable for our financial bottom line. Their management team is very responsive and they are willing to work with us on any issues or suggestions that we may have.

I would recommend any city considering contracting out street sweeping or seeking bids to give the strongest consideration to Athens Services' proposal. I am sure you will not be disappointed in a decision to bring Athens Services on board.

If you should have any questions, please feel free to call me at (626) 914-8201.

Sincerely,

Chris Jeffers  
City Manager

**PRIDE OF THE FOOTHILLS**

## Section Six

### Work Plan

**NOTE: Since this SOQ does not provide for a specific area to be serviced, we are presenting the work plan we submitted in 2012 for the Rowland Heights and Road District 119/519 areas. These plans are typical of what we have submitted in the past and since we were awarded these areas, it is self-evident that our work plan is acceptable to the County.**

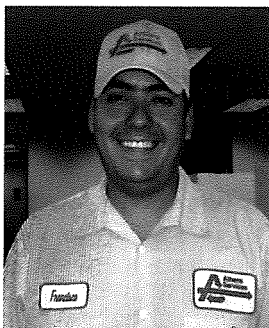
Athens Services has carefully reviewed all the LA County RFP material thoroughly, including all addendums, we conducted a physical review of all the streets, and this information has been entered into our routing data base, and can ensure that we will comply with the County's sweeping schedule for Rowland Heights and the Road District of 119/519. We have provided a plan for alternative day - weekly sweeping.

Athens Services will be conducting all operations for Rowland Heights and Road District 119/519 from an existing Athens operations yard located at 5355 N Vincent Ave Irwindale, CA. Such a close proximity to the service area allows us to manage equipment and personnel resources for the highest quality and most responsive service.

Athens will be providing the following services for both Rowland Heights and Road District 119/519

- We have a pool of experienced sweeper drivers with over three years of experience (we only use full time employees); which are cross trained to ensure service consistency for vacations, jury duty, sick days, etc.
- We have redundancies in back up equipment, and operate other sweeper routes that can be utilized in case of break down or delays.
- Equipment used to conduct sweeping operation will consist of a Tymco Regenerative Air (600 BAH) sweeper which will be used in conjunction with spraying of water to minimize unsettling dust. In addition the driver will be supplied with a manual push broom and shovel to clean/sweep areas such as narrow cul-de-sacs, median noses and portions of left-turn pockets.
- The driver is equipped with a small blower for blowing debris to be picked up by the sweeper truck.

- Sweep/clean all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris from paved alleys, and curbed medians within specified area on a weekly basis.
- Sweeping will be conducted by a trained fulltime Athens Services driver whose duties will include but not be limited to; single pass sweeping at a rate no greater than 6 miles an hour of each side of all streets adjacent and parallel to the curb face including curb returns and cross gutters at all intersecting streets.
- Median sweeping; in areas where raised medians are present driver shall sweep each side of median adjacent and parallel to median curb face.
- Painted median sweeping; in areas where painted medians exist, driver shall sweep the entire area within the painted median using both gutter brooms simultaneously.
- Alley sweeping shall consist of sweeping each side to the alley adjacent and to the right of the flow line of the alley at speed of no more than 6 miles per hour.
- Athens Services will furnish all water necessary for sweeping operations.
- Curbed areas that cannot be swept will be hand cleaned.
- Athens employee shall conduct all activities and operations within the confines of public roadways and will not enter private property for any reason without written permission from owner.
- Athens Services shall assign an Area Supervisor (qualified quality control inspector) to oversee sweeper operation and communicate all conditions and issues to Contract Manager as soon as condition is identified, such issues will include but not be limited to fallen trees, obstructed roadways or alleys, low overhanging branches, abandoned vehicles and large potholes. The sweeper driver will have a Nextel digital radio to communicate any of these issues to his supervisor.
- We will provide the County the GPS information as indicated in section R of Exhibit A

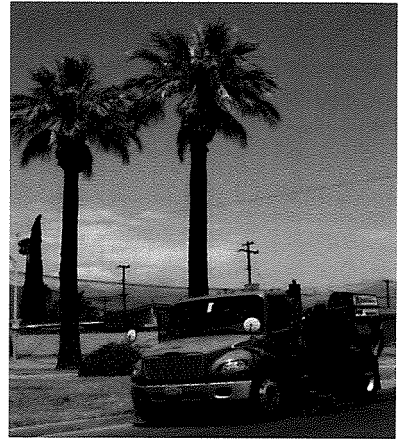


Our drivers are well trained to begin with, of course, but we take training even further by maintaining a weekly schedule of ongoing training in the proper operation of the equipment, proper safety techniques, and keep them current with any new pertinent information affecting their work. Drivers are trained to make as many passes as is required to deliver high-quality results. They are all professionally uniformed, name-tag-identified, licensed, insured, and are skilled and experienced and will report any extraordinary service situations including low hanging tree limbs or other obstructions that prevent normal sweeping operations.

In order to ensure there is an ample pool of qualified employees to manage a large service area, driver trainees are hired and trained on the use of all vehicles and moved to a permanent driving position based upon completion of all training, comfort level in their position, qualifications, etc.

Athens Services is committed to providing a safe and healthy work environment for our employees, citizens, and anyone who may be affected by the services that Athens will be providing. Athens Services initiates and maintains complete accident prevention and safety programs. Each individual from top management to the working person is responsible for the health and safety of those persons in their charge and co-workers around them.

By accepting mutual responsibility to operate safely, everyone contributes to the well-being of all personnel. Each employee is given a safety orientation by their supervisor or lead personnel prior to the start of work.



The orientation covers a variety of items such as programs mandated by CAL-OSHA (Hazard communication, injury and illness prevention program, accident prevention, etc.)

Our street sweepers driving records are impeccable and there have been no significant claims or incidents. We are enrolled in the DMV Pull Notice Program which notifies us of any incidents that impact the driver's licenses of our staff. Additionally, our street sweeping fleet has no issues or citations from CAL-OSHA.

### **Street Sweeping Emergency Preparedness Procedure**

1. Specific designated emergency response street sweeping vehicles in each local geography are fueled and ready at the end of every shift.
2. City officials are given an emergency response phone number where they leave a voice message. The voicemail is distributed via email to the management team assigned to this distribution list.
3. One or all members of the management team returns the phone call to the city official requesting the response to an emergency within 15 minutes.
4. The Area Supervisor dispatches the designated on-call driver to drive to the facility where he picks up the designated emergency response sweeper truck. On call drivers are available to respond to all calls and are required to be at the facility within 20 minutes of initial call.
5. To assure quality control, the driver reports to Area Supervisor his time of arrival to the facility, his time of departure from the facility, and his time of arrival to the emergency location.
6. The Area Supervisor keeps in constant contact with city official throughout the response process updating the official every 20 minutes as to the progress of the driver.



7. Upon arrival to the emergency scene the corresponding Area Supervisor notifies the Athens Services management team via email that the driver has arrived on the scene.
8. At the completion of the assignment requested by the City, the driver notifies the Area Supervisor that the job is complete.
9. Area Supervisor contacts the City official to assure that the job completed and that City expectations have been met.
10. Driver returns to the facility, fuels the emergency response truck, conducts post trip report, and advises Area Supervisor that the truck is parked and that he is departing from the city yard.
11. At the conclusion of all emergency responses corresponding Area Supervisor notifies the management team via email that the assignment is complete.



Athens Services is well-known for efforts put toward improving and preserving our environment.

Just a little few years ago, Athens trucks collected 175 tons of dead fish from the Redondo Beach harbor and transported them to our composting facility in Victorville. Athens sweepers came in behind the project to sweep and clean the harbor area, restoring it to its previous beauty.

## Disposal

- Athens Services will dispose of all refuse and debris collected during sweeping to our MRF located at 14048 E Valley Blvd in the City of Industry.

We have included our own sweeper maps and a description of a typical day of the sweeper. We realize that seasonal changes will change debris volume, and have built in enough capacity to adapt to these fluctuations. By including these, we can clearly demonstrate that we understand how to provide the services that meet the customers' expectations and the requirements set forth by Los Angeles Department of Public Works for service by Athens Services beginning on day one.

## Typical Sweeper Route Description

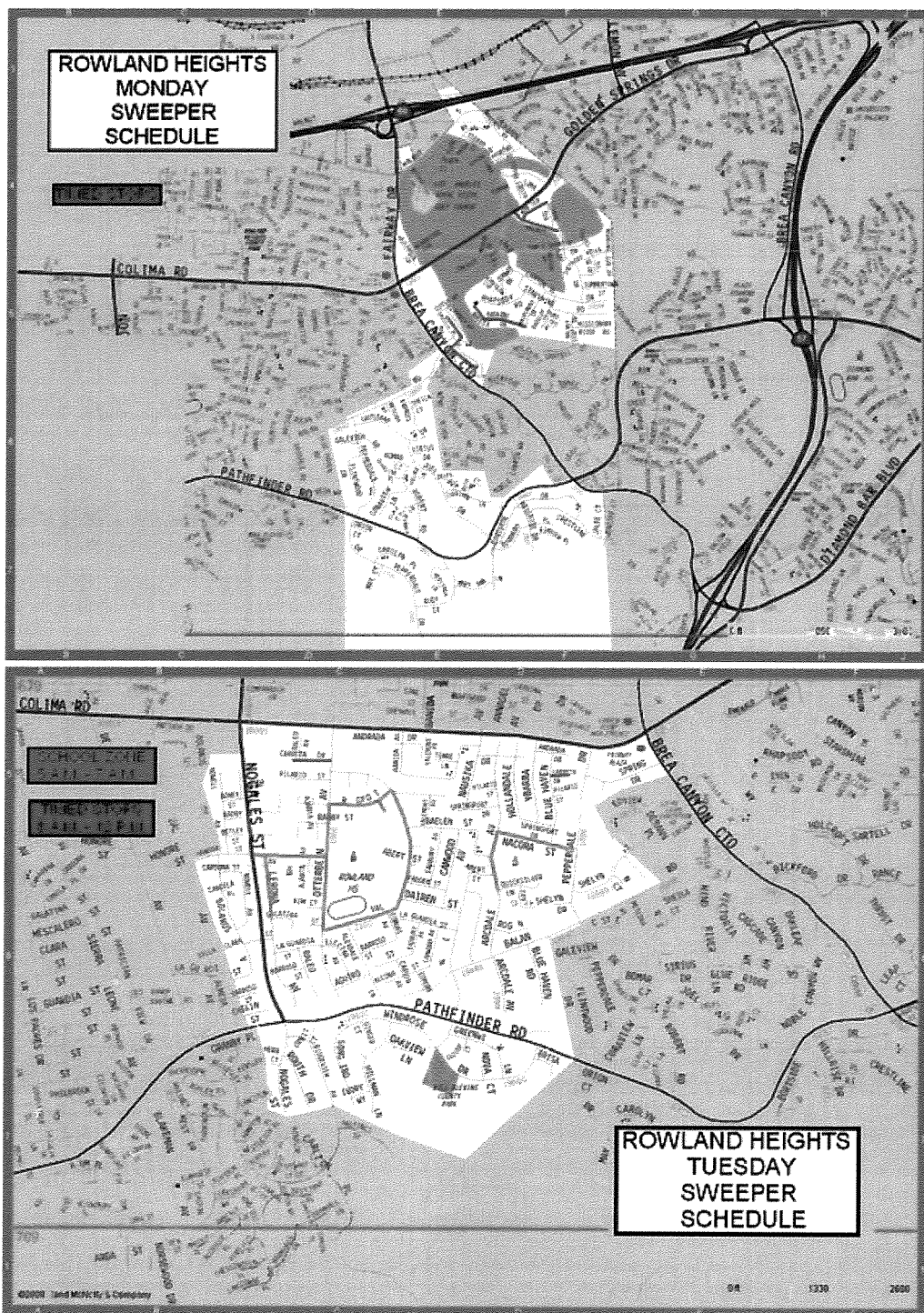
Step	Activity
1	Driver will arrive at 5355 N Vincent Ave (Vincent Yard) and clock in at 3:30am
2	Check in with dispatch and receive Nextel radio, route/stop service sheet and any work orders
3	Conduct pre-trip inspection of the vehicle
4	Drive to beginning of route, of specified service day area
5	Driver will engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system
6	Driver will disengage vacuum and water supply. Lift sweeping brushes. Park vehicle, call supervisor to inform him/her that he will be taking a ten minute break
7	Driver will get back into vehicle call supervisor and inform him/her that he will continue

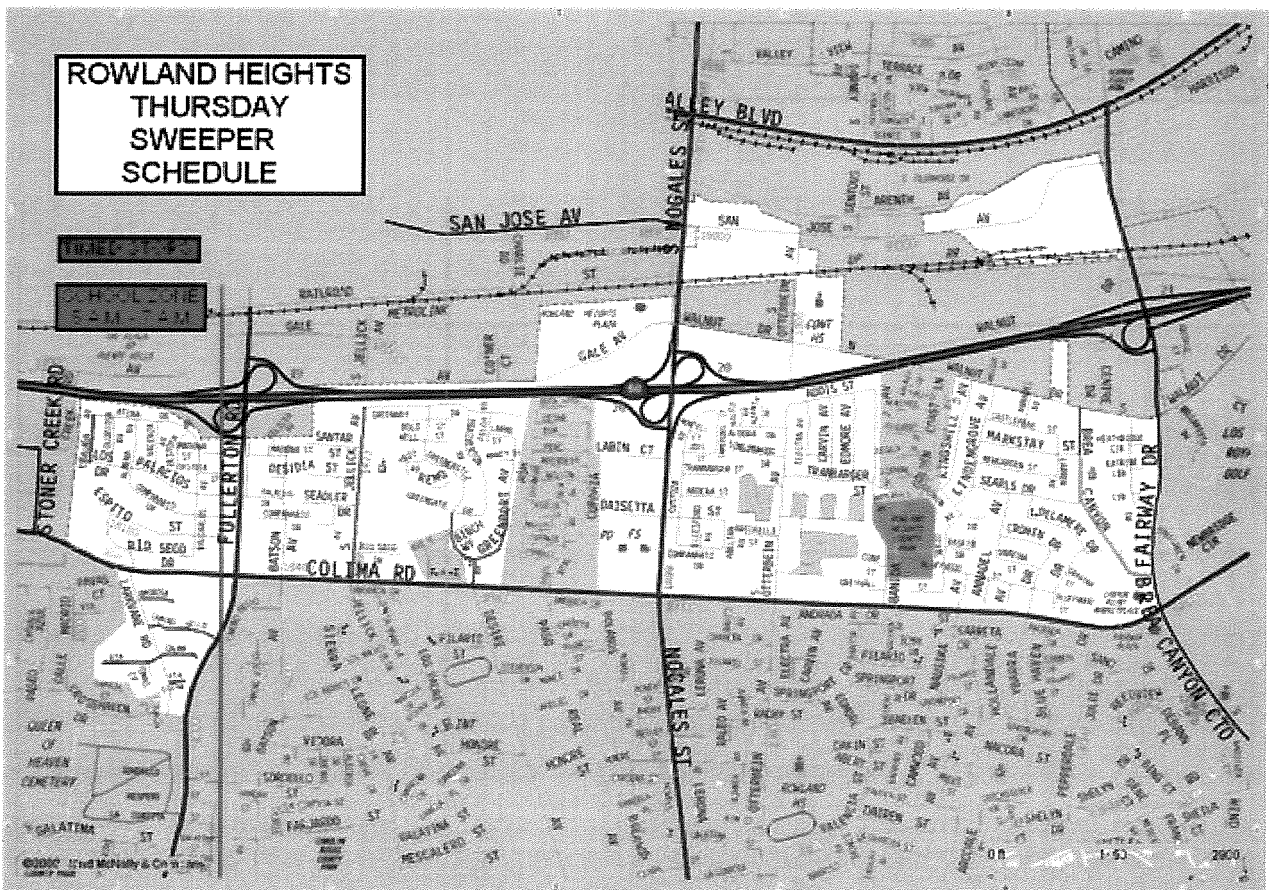
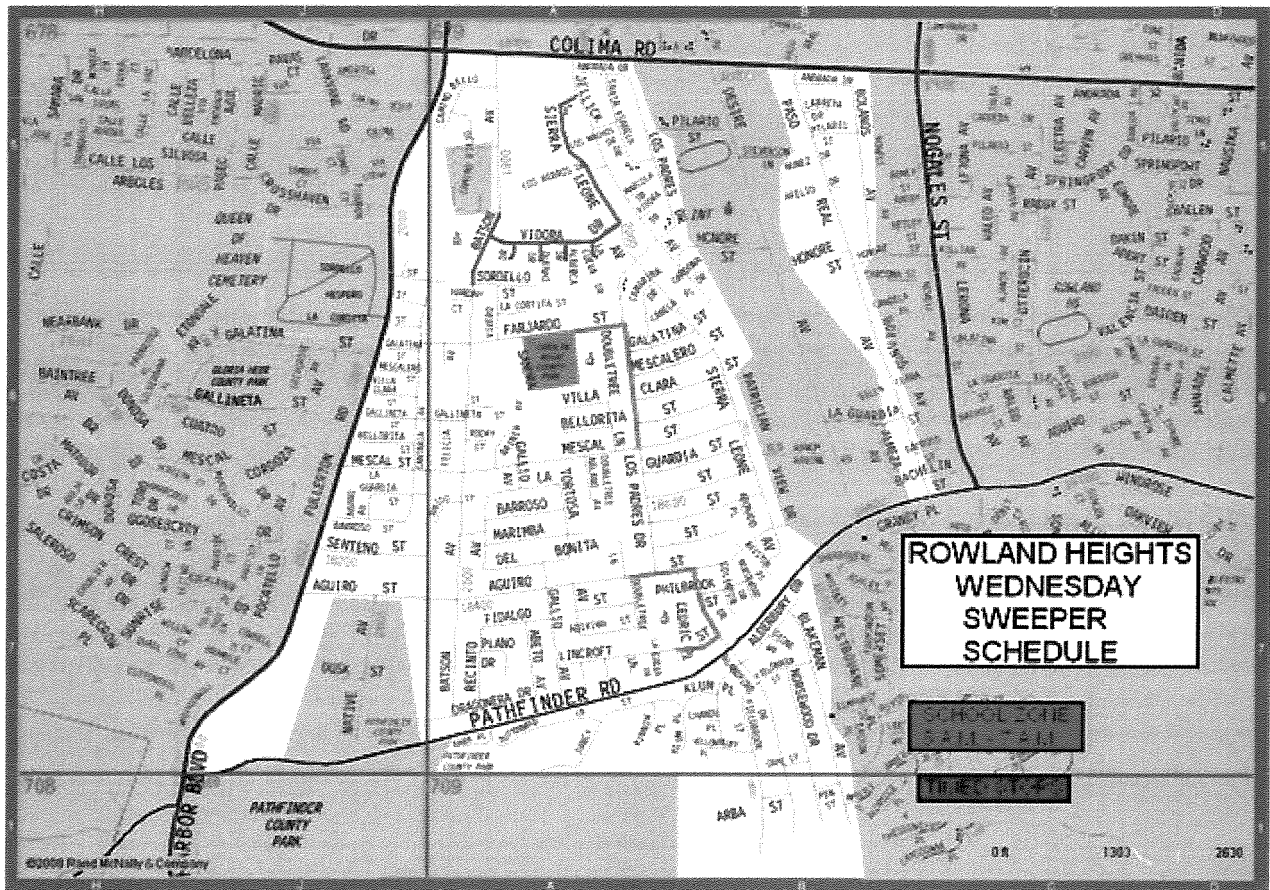
	on assigned route, engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system.
8	Driver will complete sweeping of streets in specified area and will contact supervisor informing him/her that he is headed for the Material Recovery Facility (MRF).
9	Driver will disengage vacuum and water supply. Lift sweeping brushes. Drive to MRF.
10	Driver will arrive at MRF, weigh-in vehicle and provide origin of refuse
11	Driver will wait for clearance to enter MRF, once inside driver will be directed to specific area to dump contents of vehicle
12	Driver will open back door, dump entire contents of vehicle
13	Upon completion of dumping process driver will move vehicle to designated clean out area where he will clean hopper, driver will practice lockout/tag out procedures when cleaning out hopper area
14	Driver will drive out of MRF, fill vehicle with water. Driver will contact supervisor to inform of load size
15	Driver will take 30 minute lunch break
16	Driver will arrive at designated service area and engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system
17	Driver will disengage vacuum and water supply. Lift sweeping brushes. Park vehicle, call supervisor to inform him/her that he will be taking a ten minute break
18	Driver will get back into vehicle call supervisor and inform him/her that he will continue on assigned route, engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system
19	Driver will complete sweeping of streets in specified area and will contact supervisor informing him/her that he is headed for the (MRF).
20	Driver will arrive at MRF, weigh-in vehicle and provide origin of refuse
21	Driver will wait for clearance to enter MRF, once inside driver will be directed to specific area to dump contents of vehicle
22	Driver will open back door, dump entire contents of vehicle
23	Upon completion of dumping process driver will move vehicle to designated clean out area where he will clean hopper, driver will practice lockout/tag out procedures when cleaning out hopper area
24	Driver will drive out of MRF, fill vehicle with water. Driver will contact supervisor to inform of load size and drive to Vincent Yard
25	Driver will drive to Vincent Yard, fuel vehicle
26	Upon arriving at the Vincent yard driver will complete post trip inspection of vehicle, turn in copy of inspection report to maintenance department.
27	Driver will proceed to dispatch and turn in all completed work orders, VCR (vehicle condition report), Nextel radio, signed route map and clock out.

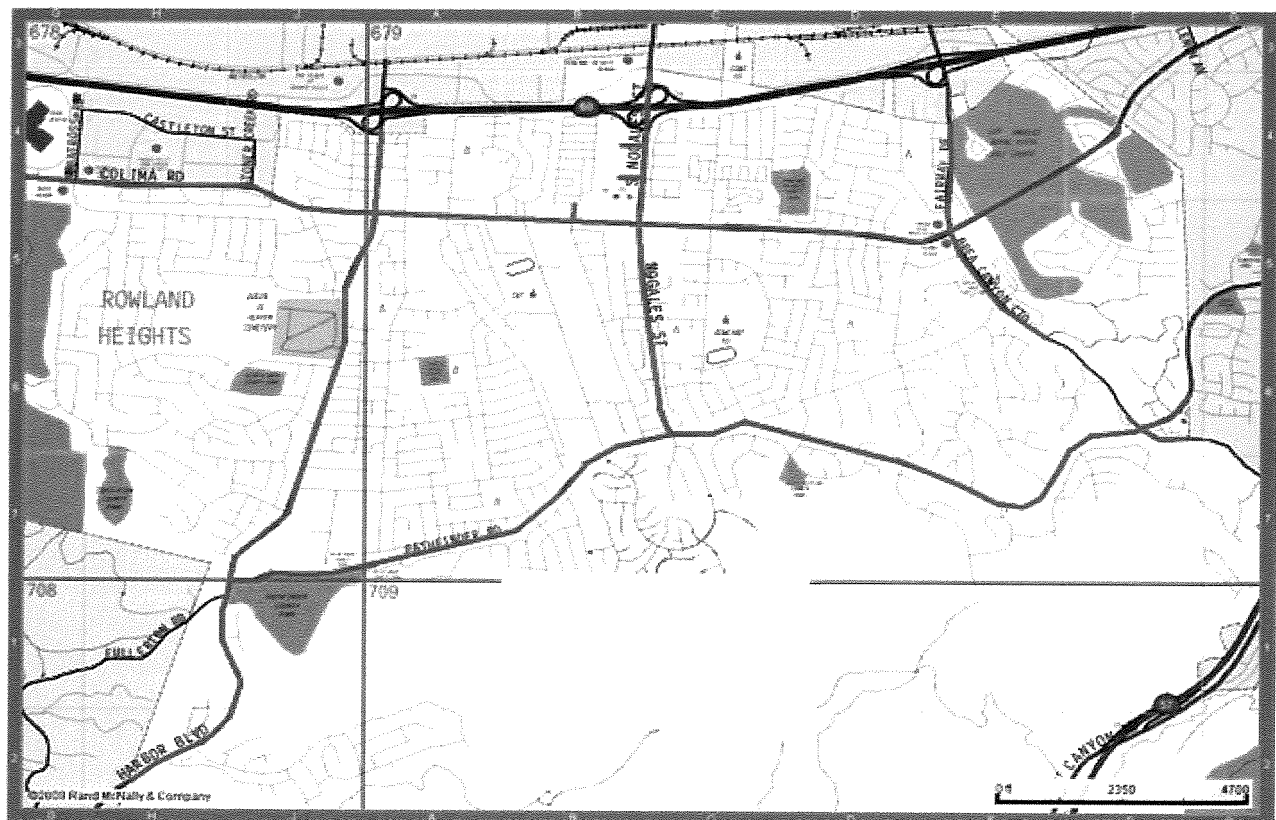
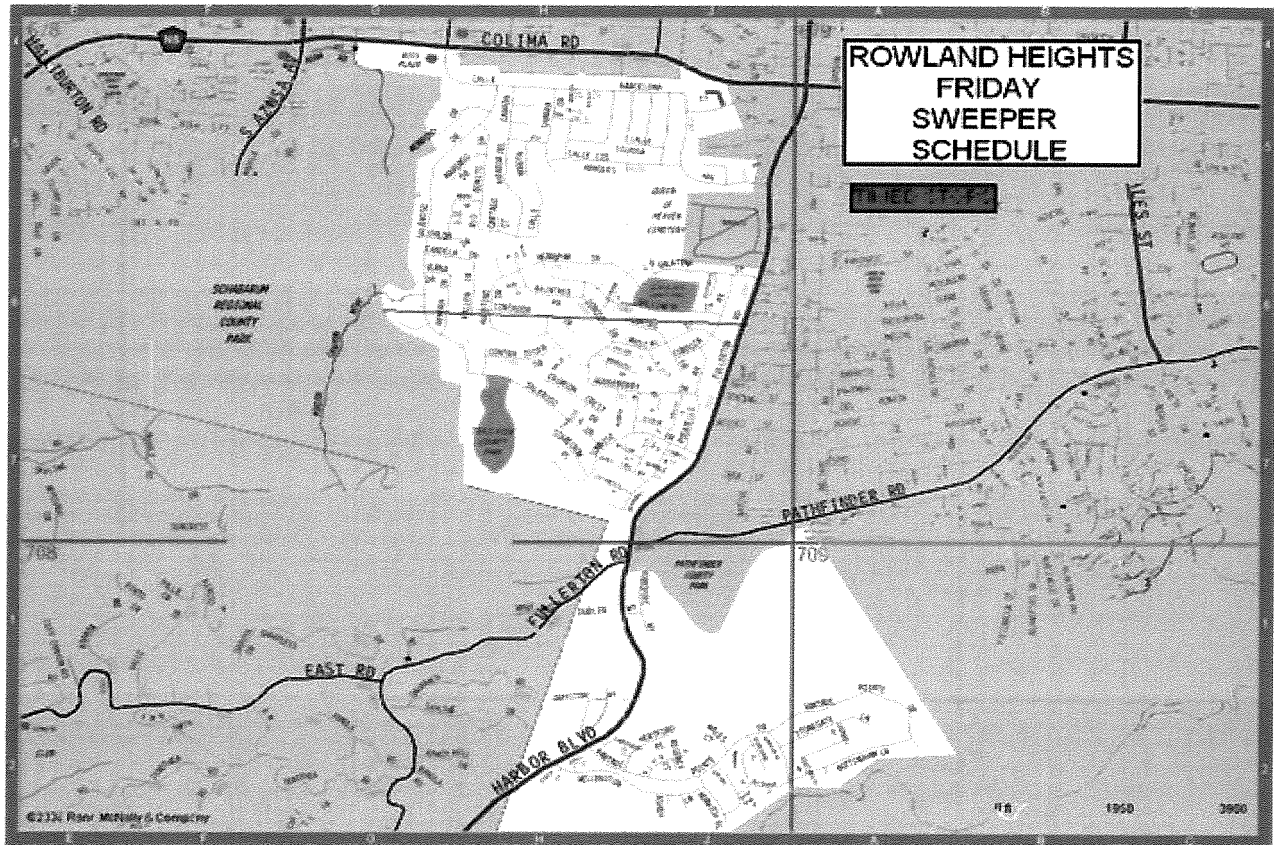
## Rowland Heights - Weekly

We will assign one full time driver and an alternative fuel (LPG) Tymco Regenerative Air (600 BAH) sweeper to this route. The driver will be fully trained on the route structure and the operation of the vehicle.

The driver will arrive to work at 03:30 AM, conduct the required pre-trip inspection, and depart at 03:45 AM. Our routing schedule prioritizes the main highways, the school and commercial areas prior to 7 AM, residential streets after 7 AM, and multi-unit residential areas after 8 AM.





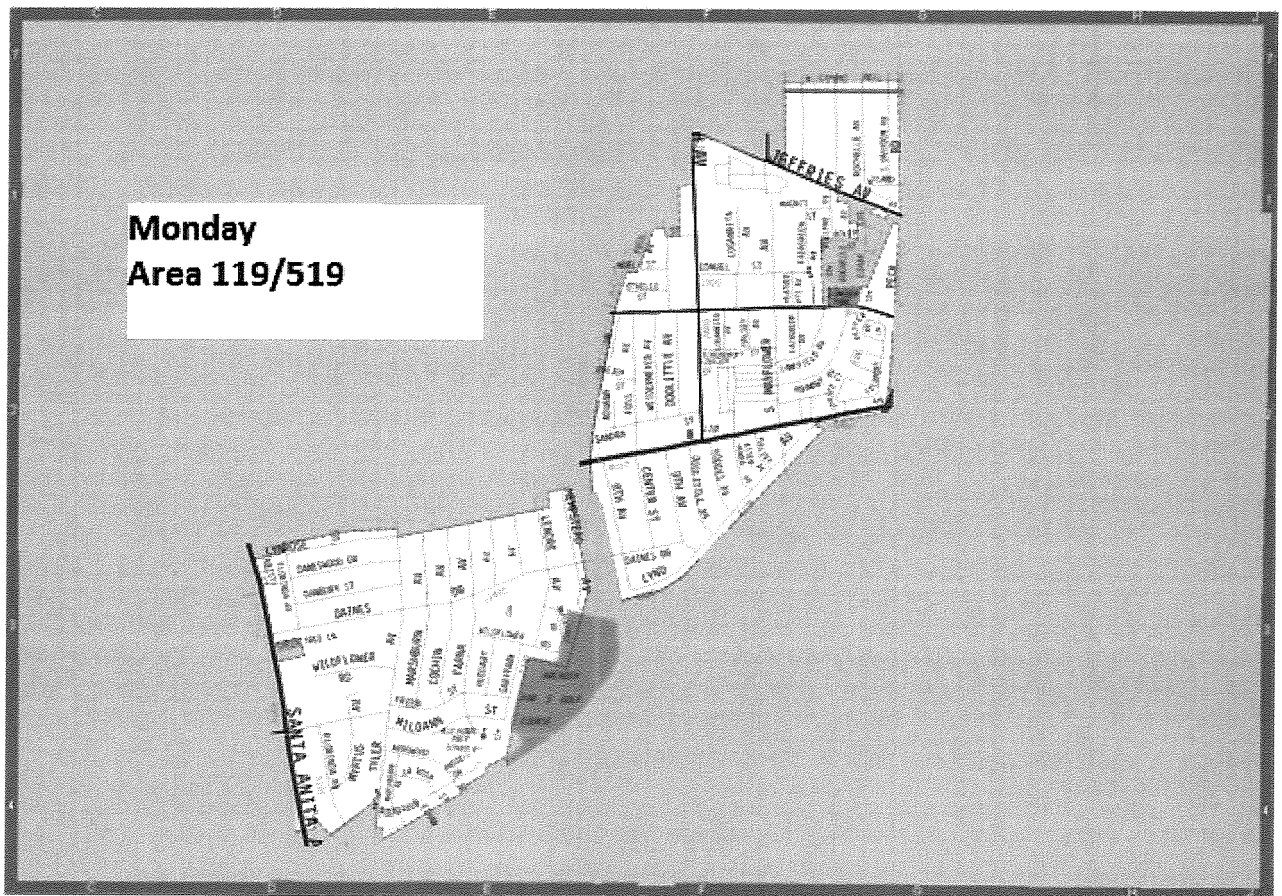


## Road District 119/519 – Weekly (Alternative Day Sweeping)

We will assign two full time drivers and two alternative fuel CNG or LPG) Tymco Regenerative Air (600 BAH) sweepers to these routes. The drivers will be fully trained on the route structure and the operation of the vehicle. The drivers will be used in other capacities to ensure their full time status.

The drivers will arrive to work at 05:00 AM, conduct their required pre-trip inspections, and depart at 05:15 AM. Our routing schedule prioritizes the main highways, the school and commercial areas prior to 7 AM, residential streets after 7 AM, and multi-unit residential areas after 8 AM. We acknowledge the parking (time) restrictions in South San Gabriel, and have incorporated them into our routing plan.

We have included the maps of our service schedule for the East Pasadena, Arcadia, and South San Gabriel below.





**Wednesday**

**Area 119/519**

The map displays a network of streets in Area 119/519. Key features include:

- Streets:** Elm, Las Tunas Dr, Oak St, Sheriff Station, Burton, NHD, Wedgewood St, San Gabriel, Academy, La Presa Av, Bartlett, Muscatel, Acacia, Nadine St, Lorena Ct, Sultana, Sereno, Pentland St, La Rosa Dr, Littlestone Dr, West St, Grand Av, Farkrest Dr, Domaine St, Barrette, Zeregon, Evansport, Black, Up, and Malibu Grove.
- Landmarks:** Sheriff Station, NHD, Wedgewood St, San Gabriel, Academy.
- Other Labels:** E LITE, SOUTHWIND CT, CHEVENNE CT, BURTON, LA PRESA AV, AV 5500, AV 5600, AV 5700, AV 5800, AV 5900, AV 6000, AV 6100, AV 6200, AV 6300, AV 6400, AV 6500, AV 6600, AV 6700, AV 6800, AV 6900, AV 7000, AV 7100, AV 7200, AV 7300, AV 7400, AV 7500, AV 7600, AV 7700, AV 7800, AV 7900, AV 8000, AV 8100, AV 8200, AV 8300, AV 8400, AV 8500, AV 8600, AV 8700, AV 8800, AV 8900, AV 9000, AV 9100, AV 9200, AV 9300, AV 9400, AV 9500, AV 9600, AV 9700, AV 9800, AV 9900, AV 10000.

**Wednesday  
Area 119/519**

**Thursday**  
**Area 119/519**

**Friday**  
**Area 119/519**

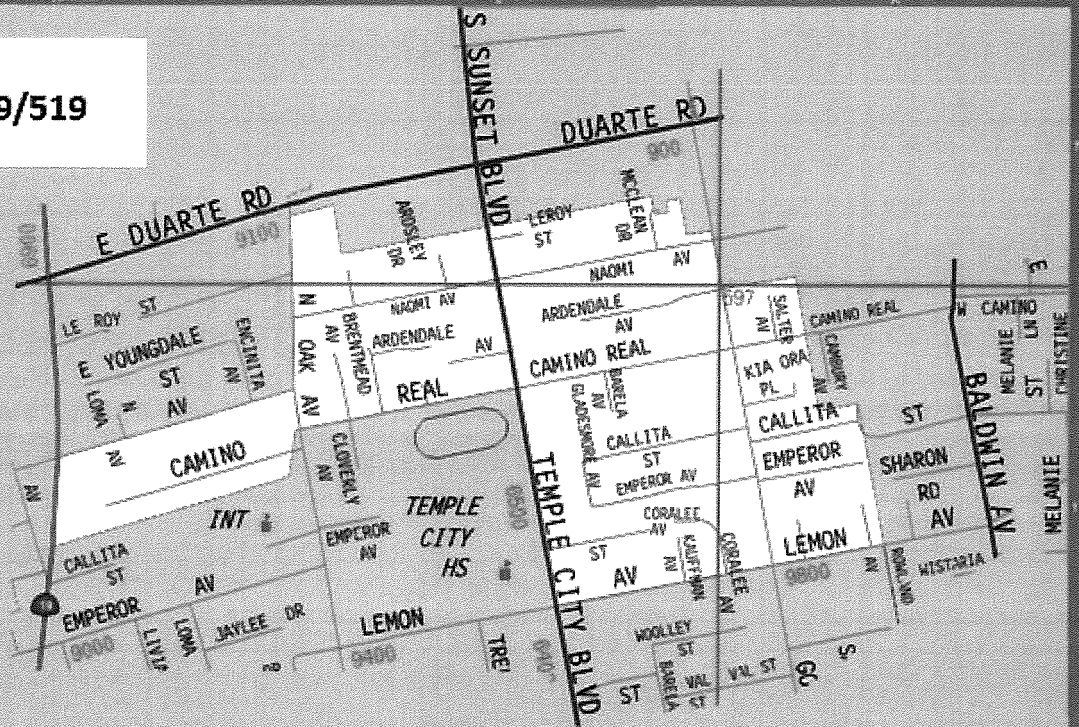
STREET MAP showing the layout of streets in Area 119/519. The map includes the following streets:

- Vertical Streets (Left to Right):** S MAYFLOWER AV, ALTA, FAIRGREEN, TREELANE, W CAMINO, W EL SUR, W ATARA, STANDISH, W ST ALTERN, W ST, ROCHELLE, W ST, CHULA, BOB, S MYRTLE AV.
- Horizontal Streets (Top to Bottom):** BELLA VISTA ST, ROCK ROSE ST, EL NORTE ST, ARMLJO ST, ARMLJO ST, W AVORA, W EL SUR, W ATARA, STANDISH, W ST ALTERN, W ST, ROCHELLE, W ST, CHULA, BOB, S MYRTLE AV, EL GAZE, E ATARA, S.

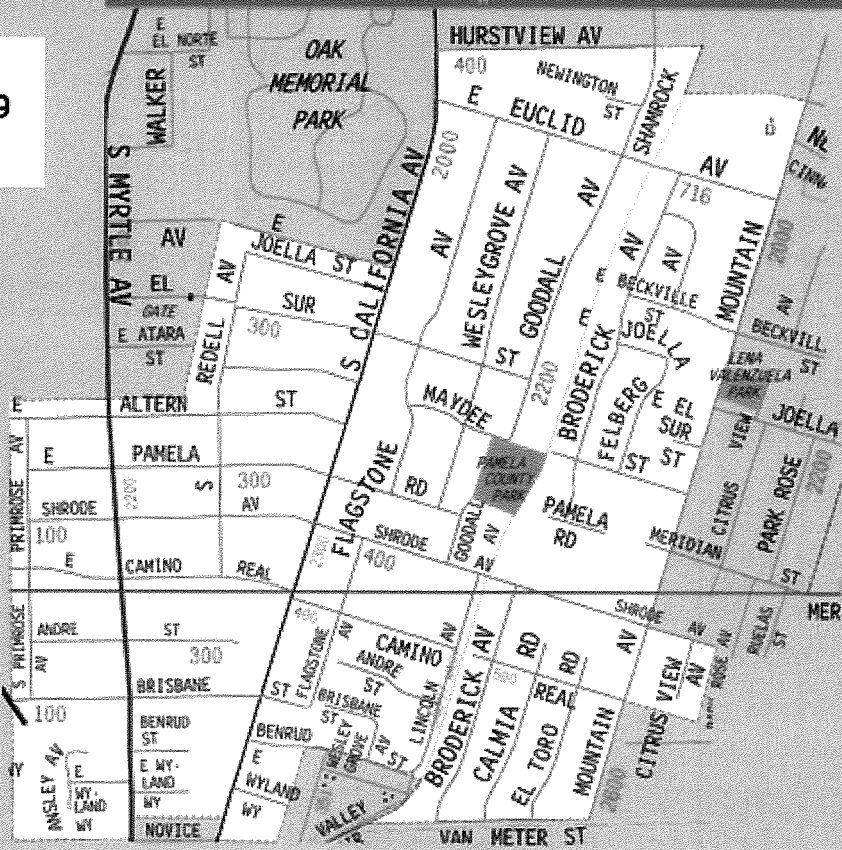
Additional labels on the map include:

- 1600 (on Fairgreen)
- 2200 (on Fairgreen)
- 1000 (on S Mayflower Av)
- ST (on S Myrtle Av)
- FS (on S Myrtle Av)

**Friday**  
**Area 119/519**



**Friday**  
**Area 119/519**





## Section Seven

## Quality Assurance Program

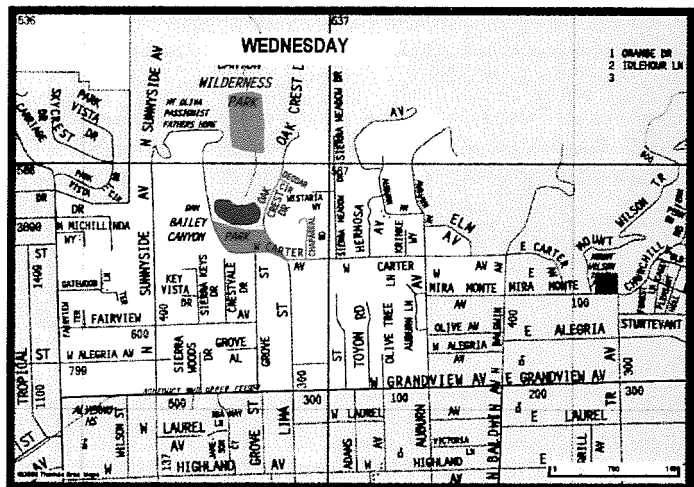
## Overview

Athens maintains a three-prong quality assurance program; combined they ensure all service requirements are met and customer satisfaction levels are maintained. Each area is designed to be self-sustaining, and cross checked by management to ensure compliance. The three-prongs of our quality assurance program include the area supervisor, fleet maintenance, and customer service.

## Policies, Procedures, and Inspection Fundamentals

## Area Supervisor

Every route operated by Athens is supervised by an experienced Area Supervisor (“Qualified Inspector”) that works in the field to ensure all services are completed, and any follow up issues are resolved in a timely manner. The Area Supervisor is in direct contact with the maintenance group in case of a mechanical breakdown. The Area Supervisor is in direct contact with our customer service group, so all service inquiries receive personal attention. Other duties assigned:



- We utilize a daily route map to ensure all streets, medians, alleys, and cul-de-sacs are swept. (See example to the right.) The supervisor will inspect these areas on a daily basis, and correct any defects.
- On a weekly basis the supervisor will trail the route to ensure proper and safe operation of the equipment, and will document his observations.
- Athens will utilize the Teletrac Fleet Director GPS System to monitor the day to day operation of the sweepers which will meet all of the requirements Exhibit A, Section W. (The specifications can be found in Section Eighteen of our proposal.) Teletrac will monitor all aspects of the sweepers operation from the brooms up or down to speed and direction. Teletrac has many features to help better manage street sweeping by real-time tracking of all vehicles in the fleet from the computer desktop. Some advantages of this system are:

- Powerful software configuration options that allow immediate customization such as setting up authorized and unauthorized zones and times and vehicle speeds to trigger exception alerts and reports. (As an example, exception alerts and reports tell us when the driver exceeds 6 MPH or is stopped longer than 30 minutes.)
- State of the art, integrated mapping with satellite images and overlays of routes and destinations providing unprecedented detail for avoiding errors.
- Detailed reporting to help monitor driver performance, vehicle use, and productivity.
- Teletrac Fleet Director confirms that 100% of each route is completed each day.

## Fleet Maintenance

We maintain adequate equipment inventory so that rare equipment failures are quickly addressed by dispatching spare equipment to the scene where necessary. As mentioned earlier, we maintain a pool of spare drivers which assures that we will always have the necessary manpower to complete each day's assignments.

Every Athens truck is inspected a minimum of twice per day; each driver performs a pre-trip and post-trip daily. The inspection is documented on a Driver Vehicle Inspection Report (DVIR); the 3-part form is distributed daily to the fleet maintenance supervisor, the Area Supervisor, and the truck file.



Any necessary repairs are completed that night, or the truck is replaced by a spare truck until the repairs are completed. The maintenance group maintains a regular preventative maintenance schedule for all trucks to ensure maximum up (operating) time. Just in case, shop road crews are staffed during all operating hours to ensure that any mechanical problem or breakdown can be attended quickly. All employees have Nextel digital radios to maintain contact with Operations.

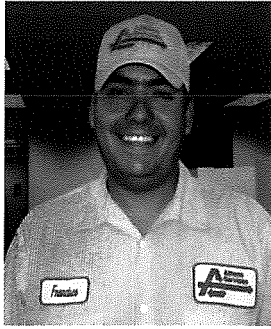
All road crew trucks are equipped with the tools and parts necessary to mitigate down time.

In order to ensure there is an ample pool of qualified employees to manage a large service area, driver trainees are hired and trained on the use of all vehicles and moved to a permanent driving position based upon completion of all training, comfort level in their position, qualifications, etc.

The foundation of the maintenance process at Athens Services is the preventive maintenance program. Athens has reduced the B.I.T. service interval of the standard 90 day inspection down to 30 day intervals. The preventive maintenance program service intervals are noted below:

<u>Service Type</u>	<u>Interval</u>	<u>Description</u>
PM – A	30-Days	Inspection of all “out-of-service” criteria, lubrication
PM – B	60-Days	PM – A, plus oil and filters
PM – C	360-Days	PM – A and B, plus engine tune up, transmission, differential, and hydraulic system service
PM – O	360 – Days	Opacity Test

-

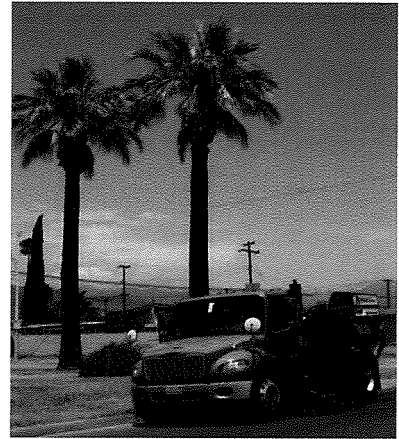


Our drivers are well trained to begin with, of course, but we take training even further by maintaining a weekly schedule of ongoing training in the proper operation of the equipment, proper safety techniques, and keep them current with any new pertinent information affecting their work. Drivers are trained to make as many passes as is required to deliver high-quality results. They are all professionally uniformed, name-tag-identified, licensed, insured, and are skilled and experienced and will report any extraordinary service situations including low hanging tree limbs or other obstructions that prevent normal sweeping operations.

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By accepting mutual responsibility to operate safely, everyone contributes to the well-being of all personnel. Each employee is given a safety orientation by their supervisor or lead personnel prior to the start of work.



The orientation covers a variety of items such as programs mandated by CAL-OSHA (Hazard communication, injury and illness prevention program, etc.), accident prevention, etc.

Our street sweepers driving records are impeccable and there have been no significant claims or incidents. We are enrolled in the DMV Pull Notice Program which notifies us of any incidents that impact the driver's licenses of our staff. Additionally, our street sweeping fleet has no issues or citations from CAL-OSHA.

## Quality Control Documentation, Review, and Reporting

### **Customer Service**

Athens Services is committed to providing customer service of the highest quality. The Company strives to be responsive, competent, reliable, and professional in every aspect of its business. The bottom line at Athens is that it's every employee's job to provide excellent customer service. Furthermore, we understand the County's emphasis on a smooth transition for all areas. We have over 50 years of experience in these types of transitions, and our customer service group is a critical part of our daily success.

- Our toll-free number is (888) 336-6100.
- **LIVE** Telephone coverage begins at 7:00 a.m., six days a week.
- 24 hour Message system
- 24 hour 7 days a week contact name and number for emergencies
- Same day resolution of all inquiries.
- Multilingual staffing during all business hours. We can translate over 175 languages!
- Area Supervisor always available to be dispatched for special requests and customer concerns.
- Professional and courteous customer service staff.
- Proper staffing levels to handle customer concerns promptly.
- Customer Service and Billing Department telephone numbers are published on every invoice and are also located on all of our trucks and equipment. We are listed in the printed phone book and the Internet Yellow Pages and our home on the Internet is located at [www.AthensServices.com](http://www.AthensServices.com).



Athens owns and operates an IBM AS400 main frame computer system running a specialized program, known as Soft-Pak, to process customer inquiries. This state-of-the-art software allows us to maximize efficiencies and deliver outstanding customer service through a closed-loop process which assures the City that all customer concerns are fully addressed.

Athens responds to complaints through an inquiry processing system. All inquiries are logged into a central computer with the following information:

- Date/Time
- Inquiry Type (i.e., service request, extra service, etc.)
- Supervisor Area
- Route Number/Truck Number

Inquiries requiring immediate action are radioed via radio directly to the Area Supervisor and truck driver. All calls are responded to by the supervisor who determines the root cause of the issue. A follow-up call is made to the customer to determine that he/she is pleased with our response. All inquiries will be responded to within the same day. The disposition of each inquiry is then logged into the computer. Daily inquiry status reports are reviewed by several members of the management team. Inquiry and disposition data is maintained for many years.

Our website, [www.AthensServices.com](http://www.AthensServices.com), also provides for communication during and after business hours for the convenience of our customers. There is detailed information about our services, brochures and other informative publications which can be downloaded, and links to other sites to assist our citizens 24 hours per day. Customers can send us e-mail requests for information regarding any of our services.

E-mails sent during the day typically receive responses within an hour and those received after business hours receive responses very early the next day. There is also a 24-hour on-line survey that our customers can fill out which provides us with valued information that we use to continually improve our services.



Customer Service and Billing Department telephone numbers are listed in the white and yellow pages of a myriad of telephone books and on the Internet at [www.AthensServices.com](http://www.AthensServices.com). We are listed in ads in the Spanish language versions of the yellow pages for the respective areas.

Inquiry and disposition data is maintained. Report selection can be made with various types of criteria including, but not limited to:

- Inquiry Type
- Date
- Inquiry Disposition
- Monthly Report
- Supervisor Area
- Route Number/Truck Number
- Driver-Call-In System – A Special Proactive Service

In addition to the above described procedures, Athens' prefers to take a proactive approach to Customer Service, utilizing the "Driver-Call-In" system (DCI). In this system, we resolve many issues before the customer even realizes that there is a problem.

A sample Inquiry is shown below:

```

TRR010                Customer Inquiry      Enter by: TOMMY
                        Severity Code: 2     Date/time: 5/01/08 14:29:54
                        -----
Date received: 5/01/08                Complain #: 1779808
To do date...: 5/01/08                Super. area: 02
Name of person calling: MRS. FOWLER   Phone....: 6263364242
                        Cross Street: ** HUNTINGTON @ SAN GABRIEL
Account name: SAN MARINO SWEEPER ***** Account#: 149440-000
Contact name: AMY (A/P)                Serv.phone 6263000780
Service addr: 0000 VARIOUS #           City code: 160
                        SAN MARINO CA 91008
*****
Complaint type: 003 REMINDER
Comment.....:
CUSTOMER CALL IN- NO SWEEPER YET -USUALLY HERE BY NOW ***

*****
Dispatched to.:                Date: 0/00/00
Completed by...: JOE ONTIVEROS        Date: 0/00/00
Valid complain: Phone required:        Driver at fault:
Action taken...: DRVR ADVISED OF CUST'S CONCERN 031
                  SWEEPER HAD FLAT TIRE - 1/2 HR DELAY, NOW BACK ON
                  ROUTE - CUSTOMER ADVISED

```

### Summary

The management teams of Customer Service, Sales, and Operations, as well as the ownership of the company, review reports every day of all Inquiry activities to assure that our service maintains the highest possible standards.

The teams meet weekly to discuss and review the reports and seek opportunities to continue to improve our services.

## Section Eight Equipment

Form PW-20 lists several trucks currently available for service to Los Angeles County. Athens owns and operates several dozen additional vehicles throughout Southern California as part of a large fleet that is constantly maintained to the highest standards of safety, operational efficiency, and cleanliness. And we always have back-up sweepers on hand in the event of break-downs or requested extra services.



Additionally, Athens has the financial resources and expertise to acquire additional trucks, if necessary to meet any contractual requirements.

We use a variety of street sweeping vehicles, each designed to meet the needs of the task at hand. Most of the County's service areas are most efficiently serviced by using Tymco alternative fuel (CNG or LPG) Regenerative Air (600 BAH) sweepers, pictured above. The specifications for this vehicle is located in Section Eighteen.

These trucks will sweep and clean all public streets, paved alleys, and curbed medians within the project limits. When sweeping, both gutter brooms will be down and extended. Normally sweeping will consist of a single pass, both brooms down, at a maximum speed of not more than 6 miles per hour on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets.

Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face. Sweeping an alley shall normally consist of a single swept path, both brooms down on each side to the alley adjacent and to the right of the flow line or centerline of the alley. Water is used while sweeping to minimize dust.

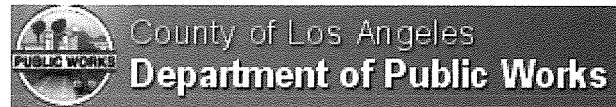
Curbed areas that cannot be swept with power sweeping equipment, such as, but not limited to, end of alleys, gutters, narrow cul-de-sacs, median noses, and portions of left-turn pockets shall be hand cleaned if necessary. We also understand that the word "sweeping" is not limited to the use of a power broom street sweeper and includes the use of any sweeper or methodology that is appropriate to meet service standards.



Also available are our Broom Bear rear brush sweepers, pictured to the right, which are very effective for heavy clean-ups, especially where there has been construction activities or large spills.



Athens also services hundreds of parking lots throughout Southern California and one of the vehicles we often utilize for effective cleaning is the Tymco 210 vacuum sweeper, pictured to the left.



## **Section Nine**

### **Subcontractors**

Athens will not be using any subcontractors.



## Section Ten Financial Resources

Please see below and also see the sealed envelope in the binder marked "Original."



14048 Valley Blvd.  
P.O. Box 60009  
City of Industry, CA 91716-0009  
Fax (626) 330-4686  
(626) 336-3636

March 30, 2015

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

RE: Proposal for Street Sweeping Services (2015-SQPA004)

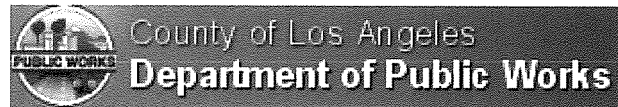
To Whom It May Concern:

Athens Services has provided in the enclosed envelope marked "CONFIDENTIAL" audited financial statements for the three most current full fiscal years ending December 31, 2014, December 31, 2013 and December 31, 2012. I hereby represent and warrant that to the best of my knowledge, the information provided herein is true and complete as of the date of this proposal. I further represent and warrant there has been no material change in the financial circumstances of Athens since the date of last audited financial statements.

Each page of the financial statements is similarly marked "CONFIDENTIAL" and Athens respectfully requests that the County of Los Angeles inform the limited number of people who need to review these statements of our right to privacy and of the obligation to preserve the confidentiality of this information. I am available at your convenience to meet with the person or persons who will review the financial statements to answer their questions. Accordingly, Athens further requests that no copies be made of these statements and the originals be returned after the proposal process is complete. I may be reached at (626) 336-3636.

Sincerely,

Kevin P. Hanifin  
Chief Financial Officer



## Eleven Licenses and Certifications

Please see below and the pages that follow.

CALIFORNIA STATE TRANSPORTATION AGENCY  
**DEPARTMENT OF MOTOR VEHICLES**  
Registration Operations Division MS G875  
P.O. BOX 932370 Sacramento, CA. 94232-3700  
(916) 657-8153

08/22/2014



ARAKELIAN ENTERPRISES INC  
PO BX 60009  
CITY OF INDUSTRY, CA 91716-0009

STATE OF CALIFORNIA <b>DMV</b> DEPARTMENT OF MOTOR VEHICLES A Public Service Agency		<b>MOTOR CARRIER PERMIT</b>			
<b>DEPARTMENT OF MOTOR VEHICLES</b> Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700  <b>ARAKELIAN ENTERPRISES INC</b> PO BX 60009 CITY OF INDUSTRY, CA 91716-0009		<b>Valid From:</b>	09/01/2014	<b>Valid Through:</b>	08/31/2015
		<b>CA#:</b> 0335125			
		The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:			
		<b>Private Full Year Corporation</b>			
<b>Pmt Date:</b> 08/21/2014	<b>Office #:</b> 154				
<b>Account #:</b> 463213	<b>Tech ID:</b> DG				
<b>Sequence #:</b> 0012	<b>Amt Paid:</b> \$830.00				

### !!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at [www.dmv.ca.gov](http://www.dmv.ca.gov) or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

MC 2100 M (REV. 01/2011)

A Public Service Agency



## COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

### Waste Collector Permit

Under Provisions of County Ordinance Title 20

**2015**

ATHENS SERVICES  
PO BOX 60009  
CITY OF INDUSTRY, CA 91716

COMPANY ID # S0627  
PERMIT FEE \$841.00  
VEHICLES PERMITTED 9  
DATE OF ISSUE 01/14/2015  
EXPIRATION DATE 12/31/2015

*Gerardo Villalobos*  
CHIEF, SOLID WASTE PROGRAM



## COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

### Waste Collector Permit

Under Provisions of County Ordinance Title 20

**2015**

ATHENS SERVICES  
P.O. BOX 60009  
CITY OF INDUSTRY, CA 91716

COMPANY ID # S0557  
PERMIT FEE \$43.00  
VEHICLES PERMITTED 1  
DATE OF ISSUE 01/14/2015  
EXPIRATION DATE 12/31/2015

*Gerardo Villalobos*  
CHIEF, SOLID WASTE PROGRAM



## COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

### Waste Collector Permit

Under Provisions of County Ordinance Title 20

**2015**

ATHENS SERVICES  
P.O. BOX 60009  
CITY OF INDUSTRY, CA 91716

COMPANY ID # S0581  
PERMIT FEE \$6,173.00  
VEHICLES PERMITTED 133  
DATE OF ISSUE 01/14/2015  
EXPIRATION DATE 12/31/2015

*Gerardo Villalobos*  
CHIEF, SOLID WASTE PROGRAM



## COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

### Waste Collector Permit

Under Provisions of County Ordinance Title 20

**2015**

ATHENS  
PO BOX 60009  
CITY OF INDUSTRY, CA 91716

COMPANY ID # S0586  
PERMIT FEE \$497.00  
VEHICLES PERMITTED 1  
DATE OF ISSUE 01/14/2015  
EXPIRATION DATE 12/31/2015

*Gerardo Villalobos*  
CHIEF, SOLID WASTE PROGRAM



## COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

### Waste Collector Permit

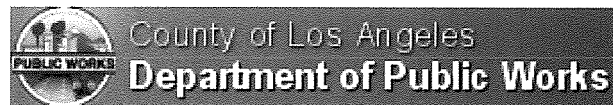
Under Provisions of County Ordinance Title 20

**2015**

ATHENS SERVICES  
P.O. BOX 60009  
CITY OF INDUSTRY, CA 91706

COMPANY ID # S0591  
PERMIT FEE \$4,969.00  
VEHICLES PERMITTED 105  
DATE OF ISSUE 01/14/2015  
EXPIRATION DATE 12/31/2015

*Gerardo Villalobos*  
CHIEF, SOLID WASTE PROGRAM



## Section Twelve Insurance

Please see Form PW-16 and here is a sample of our Insurance Certification.



### CERTIFICATE OF LIABILITY INSURANCE

ATHESER-01 SHAIKHZR

DATE (MM/DD/YYYY)

3/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> Certificates@willis.com <b>PHONE (A/C No. Ext.):</b> (877) 945-7378 <b>FAX (A/C No.):</b> (888) 467-2378 <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <td>INSURER A : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER B : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER C : National Union Fire Insurance Company of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER D : XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : AIG Specialty Insurance Company	26883	INSURER B : Greenwich Insurance Company	22322	INSURER C : National Union Fire Insurance Company of Pittsburgh	19445	INSURER D : XL Insurance America, Inc.	24554	INSURER E :		INSURER F :	
INSURER A : AIG Specialty Insurance Company	26883												
INSURER B : Greenwich Insurance Company	22322												
INSURER C : National Union Fire Insurance Company of Pittsburgh	19445												
INSURER D : XL Insurance America, Inc.	24554												
INSURER E :													
INSURER F :													
<b>INSURED</b>  Arakelian Enterprises, Inc. DBA Athens Services 14048 Valley Blvd. City Of Industry, CA 91745													

#### COVERAGES

#### CERTIFICATE NUMBER:

#### REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		EG6439324	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		RAD500042701	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE 68404980	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	RWD500042601	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

#### CERTIFICATE HOLDER

#### CANCELLATION

To Whom it May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
------------------------	---

## Section Thirteen

### Record Keeping

#### Background

The purpose of this narrative is to provide further details regarding Athens Services payroll processes in support of the data we supplied on Form LW-9. Athens Services processes its payroll on a weekly basis in which the employees are paid every Friday for the previous week, ending Sunday. Payroll processing is performed by the Payroll Department of Athens Services using the payroll module in the Infinium Accounting Department.

#### Timekeeping

Athens uses Kronos, an electronic timekeeping system. The Kronos system is used to track the hours worked by non-exempt employees. The Kronos system requires the users to swipe a card to log their daily start and end times as well as the start and end times of each daily lunch breaks. Time data for each employee is accumulated in the system.

Supervisors are to validate employee times on a daily basis and if necessary may generate a report listing to view actual time recorded from the prior day. All hours must be complete and confirmed by 9:00 am each Monday morning.

#### Payroll Processing

Time data from confirmed KRONOS time reports are automatically uploaded into the Infinium Payroll system. The only manual entries entered are for current or previous week adjustments (missing hours), vacation pay, and bonus pay.

Once all employee time data is entered into the payroll system, a "Payroll Trial Register" report is printed. The report details total payroll by employee name, hours worked, amount to pay each employee, and the total payroll for the pay period. The payroll system also generates a "Payroll Trial Register Exception Report" which lists unusual items for payroll personnel to review. Such unusual items might be:

- Employees who will not be receiving a pay check for the period.
- *Hourly rate overrides*  
Rate overrides apply to instances where an employee received a pay rate increase during the pay period; however, the payroll system may not have been updated. Payroll personnel



will enter the employee's pay based on the new rate. The system will detect the difference and display the exception.

After the Payroll Dept staff has reviewed, acknowledged and recorded any necessary adjustments as listed on the "Payroll Trial Register", the same report will be rerun reflecting the final amount of payroll for the period.

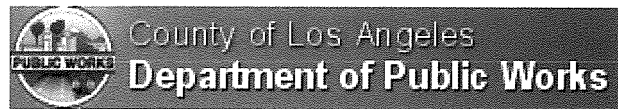
### **Deductions**

Deductions from an employee's gross pay can include any of the following;

- FIT – Federal income tax
- SIT – State income tax
- FICA – 6.2% of taxable wages
- Medicare – 1.45% of taxable wages
- SDI – .60% of taxable wages up to the first \$7,000 of wages, rate is subject to change annually.
- Medical Insurance Premiums – Company coverage of medical insurance premiums varies depending upon the position of the employees.
- Dental Insurance Premiums
- Garnishments, Alimony, and Child Support

### **Distribution of Checks**

Signed payroll checks, (or the support documentation for those who have Direct Deposit), for Office, Operations and Shop employees are delivered to the appropriate supervisors for distribution. Any unclaimed payroll checks are returned to the payroll department until the absent employee claims their check the following week.

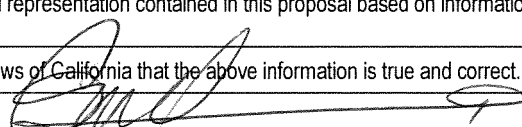


## **Section Fourteen**

### **Proposer's Forms List**

Please see the pages that follow.

## VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: 4/14, 2015		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: Street Sweeping			
<b>DECLARANT INFORMATION</b>			
3. Name Of declarant: Gary M. Clifford			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: Executive Vice President			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name: Arakelian Enterprises, Inc. dba Athens Services		Telephone No.: 626-336-3636	
Physical Address (NO P.O. BOX): 14048 Valley Blvd, Industry, CA 91716		Mobile No.: 626-705-6919	
e-mail: GClifford@AthensServices.com		Fax No.: 626-594-4417	
County WebVen No.: 00239801	IRS No.: 95-4313271	Business License No.: S0581	
7. Proposer's fictitious business name(s) or dba(s) (if any): Athens Services			
County(s) of Registration: LA	State: LA	Year(s) became DBA: 1999	
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: Industry (Corporate Office)		
	State of incorporation: CA		Year incorporated: 1958
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Ron Arakelian, Jr	Title Director	Phone 626-336-3636	Fax 626-594-4417
Street 14048 Valley, Blvd	City Industry	State CA	Zip 91716
Name(s) Michael Arakelian	Title Director	Phone 626-336-3636	Fax 626-594-4417
Street 14048 Valley, Blvd	City Industry	State CA	Zip 91716
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: 4/14/15
Type name and title: Gary M. Clifford, Executive Vice President			

\*\*\* Form not required \*\*\*

FORM PW-2

## SCHEDULE OF PRICES

### STREET SWEEPING SERVICES FOR (LOCATION)

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

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	XX	\$	X 12 \$
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	XX	\$	X 12 \$
TOTAL ANNUAL PROPOSED PRICE					\$

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

- <sup>1</sup> Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- <sup>2</sup> A Curb Mile (CM) shall equal a swept path not less than 10 feet wide for a total length of 5,280 feet.
- <sup>3</sup> A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

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

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

Company Name: Arakelian Enterprises, Inc. dba Athens Services			
Company Address: PO Box 60009			
City: Industry	State: CA	Zip Code: 91716	
Telephone Number: 626-336-3636			
(Type of Goods or Services): Street Sweeping			

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


**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 that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**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: <b>Gary M. Clifford</b>	Title: <b>Executive Vice President</b>
Signature: 	Date: <b>4/14/15</b>

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: SOQ Street Sweeping Services (2015-SQPA004)  
 SERVICE BY PROPOSER Street Sweeping Services  
 PROPOSAL DATE: 4/14/15

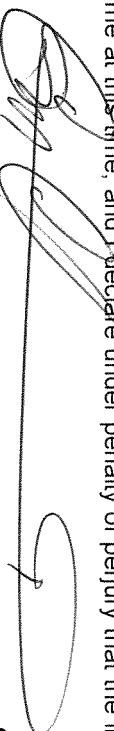
This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	44	50	56	56	57	57	57
2. Total dollar amount of Contracts (in thousands of dollars).	171057	182654	197180	197180	199784	199784	199784
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	36	11	16	19	33	122	4
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	1381	671	648	1292	1640	5632	46

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.

GARY M. CLIFFORD



4/14/15

Name of Proposer or Authorized Agent (print)

Signature

Date

## CONFLICT OF INTEREST CERTIFICATION

Gary M. Clifford

I, \_\_\_\_\_

- ☐ sole owner  
☐ general partner  
☐ managing member  
☒ President, Secretary, or other proper title) Executive Vice President

of Arakelian Enterprises, Inc., dba Athens Services

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

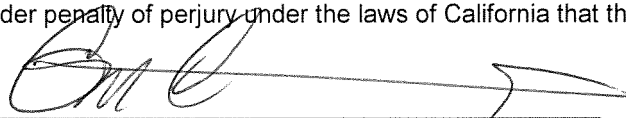
**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval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

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010, as cited 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 has 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 and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed \_\_\_\_\_



Date \_\_\_\_\_

4/14/15

Gary M. Clifford, Executive Vice President

**PROPOSER'S REFERENCE LIST****PROPOSER NAME:** Arakelian Enterprises, Inc., dba Athens Services**PROPOSED CONTRACT FOR:** Street Sweeping Services

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

**A. COUNTY OF LOS ANGELES AGENCIES****All contracts with the County during the previous three years must be listed.**

SERVICE: Sweeping	SERVICE DATES: 2008-Present
DEPT/DISTRICT: Rowland Hts	
CONTACT: Paul T. Locus	
TELEPHONE: 626-337-1277	
FAX: 626-962-3982	
E-MAIL: PLocus@dpw.lacounty.gov	

SERVICE: Sweeping	SERVICE DATES: 2012-Present
DEPT/DISTRICT: Road District 119/519	
CONTACT: Paul T. Locus	
TELEPHONE: 626-337-1277	
FAX: 626-962-3982	
E-MAIL: PLocus@dpw.lacounty.gov	

SERVICE: Sweeping	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: Sweeping	SERVICE DATES: 2002-present
AGENCY/FIRM: City of Azusa	
ADDRESS: 213 E. Foothill, Azusa	
CONTACT: Victor Padilla	
TELEPHONE: 626-812-5200	
FAX: 626-334-6358	
E-MAIL: VPadilla@ci.azusa.ca.us	

SERVICE: Sweeping	SERVICE DATES: 1987-present
AGENCY/FIRM: City of Temple City	
ADDRESS: 9701 Las Tunas, TC, 91780	
CONTACT: Jose Pulido	
TELEPHONE: 626-285-2171	
FAX: 626-285-8192	
E-MAIL: jpulido@templecity.us	

SERVICE: Sweeping	SERVICE DATES: 2011-present
AGENCY/FIRM: City of Agoura Hills	
ADDRESS: 30001 Ladyface Court, 91301	
CONTACT: Robert Cortes	
TELEPHONE: 818 597 7329	
FAX: 818-597-7352	
E-MAIL: rcortes@ci.agoura-hills.ca.us	

SERVICE: Sweeping	SERVICE DATES: 2006-present
AGENCY/FIRM: City of Covina	
ADDRESS: 125 E. Covina, CA 91723	
CONTACT: Michelle Saint	
TELEPHONE: 626-384-54182	
FAX: 626-384-5479	
E-MAIL: MSaint@covinaca.gov	

**PROPOSER'S REFERENCE LIST****PROPOSER NAME:** Arakelian Enterprises, Inc., dba Athens Services**PROPOSED CONTRACT FOR:** Street Sweeping Services

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

**A. COUNTY OF LOS ANGELES AGENCIES****All contracts with the County during the previous three years must be listed.**

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
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SERVICE:	SERVICE DATES:
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FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: Sweeping	SERVICE DATES: 2009-present
AGENCY/ FIRM: City of Glendora	
ADDRESS: 116 E. Foothill, Glendora	
CONTACT: Chris Jeffers	
TELEPHONE: 626-914-8201	
FAX: 626-914-8221	
E-MAIL: cjeffers@ci.glendora.ca.us	

SERVICE: Sweeping	SERVICE DATES: 2010-present
AGENCY/ FIRM: City of Hermosa Beach	
ADDRESS: 1315 Valley Drive, 90254	
CONTACT: Ells Freeman	
TELEPHONE: (310) 629-1954	
FAX: 310-798-2917	
E-MAIL: efreeman@hermosabch.org	

SERVICE: Sweeping	SERVICE DATES: 2011-present
AGENCY/ FIRM: City of Irwindale	
ADDRESS: 5050 Irwindale Ave, Irwindale 91706	
CONTACT: Elizabeth Rodriquez	
TELEPHONE: 626- 430-2211	
FAX: 626-430-2295	
E-MAIL: erodriguez@ci.irwindale.ca.us	

SERVICE: Sweeping	SERVICE DATES: 2012-Present
AGENCY/ FIRM: City of Santa Ana	
ADDRESS: 216 E. Berkley, Santa Ana, CA 92701	
CONTACT: Pedro Guillen	
TELEPHONE: 714-647-3303	
FAX: 714-647-3345	
E-MAIL: PGuillen@santa-ana.org	

**PROPOSER'S REFERENCE LIST**  
Arakelian Enterprises, Inc., dba Athens Services

**PROPOSER NAME:** \_\_\_\_\_

**PROPOSED CONTRACT FOR:** \_\_\_\_\_ Street Sweeping Services

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

**A. COUNTY OF LOS ANGELES AGENCIES**

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

SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:		DEPT/DISTRICT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
E-MAIL:		E-MAIL:	

SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:		DEPT/DISTRICT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
E-MAIL:		E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: Sweeping	SERVICE DATES: 2010-present	SERVICE: Sweeping	SERVICE DATES: 2012-Present
AGENCY/ FIRM: City of Manhattan Beach		AGENCY/ FIRM: City of Lake Forest	
ADDRESS: 1400 Highland Avenue, 90266		ADDRESS: 25550 Commercenter, Lake Forest, CA 92630	
CONTACT: Juan Price		CONTACT: Chris Groves	
TELEPHONE: (310) 802-5310		TELEPHONE: (949) 461-3571	
FAX: (310) 802-5001		FAX: (949) 461-3511	
E-MAIL: jprice@citymb.info		E-MAIL: cgroves@lakeforestca.gov	

SERVICE: Sweeping	SERVICE DATES: 2010-present	SERVICE: Sweeping	SERVICE DATES: 2008-present
AGENCY/ FIRM: City of Monrovia		AGENCY/ FIRM: City of Monterey Park	
ADDRESS: 415 S. Ivy Ave, Monrovia, 91016		ADDRESS: 320 W. Newmark Ave, 91754	
CONTACT: Mike Carney		CONTACT: Rick Harris	
TELEPHONE: 626-256-8211		TELEPHONE: 909-767-0740	
FAX: 626-932-5559		FAX: 626-280-6775	
E-MAIL: mcarney@ci.monrovia.ca.us		E-MAIL: Rharris@montereypark.ca.gov	

**PROPOSER'S REFERENCE LIST****PROPOSER NAME:** Arakelian Enterprises, Inc., dba Athens Services**PROPOSED CONTRACT FOR:** Street Sweeping Services

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

**A. COUNTY OF LOS ANGELES AGENCIES****All contracts with the County during the previous three years must be listed.**

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
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SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: Sweeping	SERVICE DATES: 2010-Present
AGENCY/ FIRM: City of Newport Beach	
ADDRESS: 100 Civic Center Drive, 92663	
CONTACT: Jim Auger	
TELEPHONE: 949-795-7045	
FAX: .949-646-5204	
E-MAIL: JAuger@NewportBeachCA.gov	

SERVICE: Sweeping	SERVICE DATES: 2009-present
AGENCY/ FIRM: City of Placentia	
ADDRESS: 401 E. Chapman Ave., 92870	
CONTACT: Mike McConaha	
TELEPHONE: 714-993-8120	
FAX: 714-528-4640	
E-MAIL: MMcConaha@placentia.org	

SERVICE: Sweeping	SERVICE DATES: 2010-Present
AGENCY/ FIRM: City of Rosemead	
ADDRESS: 8838 E. Valley Blvd, 91770	
CONTACT: Sean Sullivan	
TELEPHONE: 626-569-2189	
FAX: 626-569-2243	
E-MAIL: ssullivan@cityofrosemead.org	

SERVICE: Sweeping	SERVICE DATES: 2009-present
AGENCY/ FIRM: City of Pomona	
ADDRESS: 505 South Garey Ave, 91766	
CONTACT: Jerry Perez	
TELEPHONE: 909-322-7607	
FAX: 909-620-3278	
E-MAIL: Jerry_Perez@ci.pomona.ca.us	

**PROPOSER'S REFERENCE LIST****PROPOSER NAME:** Arakelian Enterprises, Inc., dba Athens Services**PROPOSED CONTRACT FOR:** Street Sweeping Services

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

**A. COUNTY OF LOS ANGELES AGENCIES****All contracts with the County during the previous three years must be listed.**

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: Sweeping	SERVICE DATES: 2009-Present
AGENCY/ FIRM: City of San Fernando	
ADDRESS: 117 McNeil St, San Fernando ,91340	
CONTACT: Chris Marcarello	
TELEPHONE: 818-898-1222	
FAX: (818) 361-7631	
E-MAIL: CMarcarello@sfcity.org	

SERVICE:Sweeping	SERVICE DATES: 2009-present
AGENCY/ FIRM: City of San Gabriel	
ADDRESS: 425 S. Mission Dr.,91776	
CONTACT: Gerard Batista	
TELEPHONE: 626-861-4088	
FAX: 626-308-2816	
E-MAIL: Gbatista@SGCH.ORG	

SERVICE: Sweeping	SERVICE DATES: 2001-Present
AGENCY/ FIRM: City of San Marino	
ADDRESS: 2200 Huntington Dr,91108	
CONTACT: Ron Serven	
TELEPHONE: 626-300-0789	
FAX: 626-300-0716	
E-MAIL: RServen@cityofsanmarino.org	

SERVICE: Sweeping	SERVICE DATES: 2007-present
AGENCY/ FIRM: City of Sierra Madre	
ADDRESS: 232 W. Sierra Madre, 91024	
CONTACT: Chris Cimino	
TELEPHONE: 626-253-1025	
FAX: 626-355-5316	
E-MAIL: ccimino@cityofsierramadre.com	

**PROPOSER'S REFERENCE LIST**

**PROPOSER NAME:** Arakelian Enterprises, Inc., dba Athens Services  
Street Sweeping Services

**PROPOSED CONTRACT FOR:** \_\_\_\_\_

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

**A. COUNTY OF LOS ANGELES AGENCIES**

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

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
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FAX:	
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SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: Sweeping	SERVICE DATES: 2010-present
AGENCY/ FIRM: City of South El Monte	
ADDRESS: 1415 N. Santa Anita, 91733	
CONTACT: Joe Martinez	
TELEPHONE: 626-241-3974	
FAX: 626-652-6802	
E-MAIL: jmartinez@soelmonte.org	

SERVICE: Sweeping	SERVICE DATES: 1990-present
AGENCY/ FIRM: City of South Pasadena	
ADDRESS: 1414 Mission St, 91030	
CONTACT: Leaonna DeWitt	
TELEPHONE: 626-403-7240	
FAX: 626-403-7371	
E-MAIL: LDewitt@SouthPasadenaCA.gov	

SERVICE: Sweeping	SERVICE DATES: 2013-Present
AGENCY/ FIRM: City of Cerritos	
ADDRESS: P O Box 3130, 90703	
CONTACT: Mike O'Grady	
TELEPHONE: 562-916-1226	
FAX: (562) 916-1313	
E-MAIL: mogrady@cerritos.us	

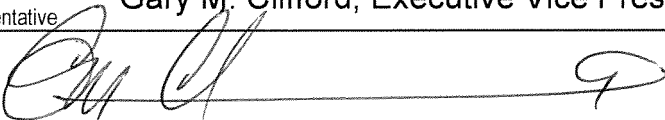
SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Arakelian Enterprises, Inc. dba Athens Services
Address	PO Box 60009, Industry, CA 91716
Internal Revenue Service Employer Identification Number	95-4313271

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

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

Proposer	Arakelian Enterprises, Inc., dba Athens Services	
Authorized representative	Gary M. Clifford, Executive Vice President	
Signature		Date 4/14/15

[illegible]

**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.

FIRM NAME: Arakelian Enterprises, Inc. dba Athens Services

My County (WebVen) Vendor Number: 00239801

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☐ As Local SBE certified by the County of Los Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

**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.

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 1161						
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					9	4
Hispanic/Latino			20	2	890	86
Asian or Pacific Islander			2	1	10	2
American Indian						
Filipino						
White	8	1	30	5	75	19

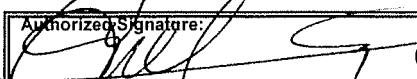
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	84 %
Women	%	%	%	%	%	16 %

**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	Disadvantaged	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:  Gary M. Clifford	Title: Executive Vice President	Date: 4/14/15
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**GAIN and GROW EMPLOYMENT COMMITMENT**

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

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

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

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

A. Proposer has a proven record of hiring GAIN/GROW participants.


\_\_\_\_\_ YES (subject to verification by County)      ☒ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☒ YES      \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES      \_\_\_\_\_ NO      ☒ N/A (Program not available)

Signature 	Title Executive Vice President
Firm Name Arakelian Enterprises, Inc., dba Athens Services	Date 4/14/15

## TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.  
*(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_  
*(Name)* \_\_\_\_\_  
*(Title)*

### For County use only

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

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Date Response sent to Proposer: \_\_\_\_\_

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Arakelian Enterprises, Inc. dba Athens Services

Address

PO Box 60009, Industry, CA 91716

Internal Revenue Service Employer Identification Number

95-4313271

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

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

## CERTIFICATION

YES

NO

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

## OR

YES

NO

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

4/14/15

Signature

Date

Gary M. Clifford, Executive Vice President

Name and Title (please type or print)

**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

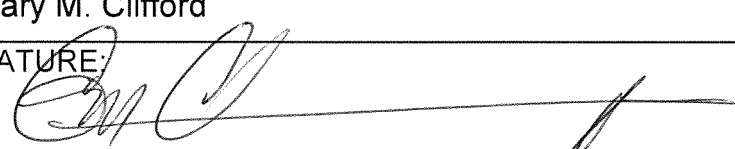
COMPANY NAME: Arakelian Enterprises, Inc. dba Athens Services		
COMPANY ADDRESS: PO Box 60009		
CITY: Industry	STATE: CA	ZIP CODE: 91716

- ☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

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

PRINT NAME: Gary M. Clifford	TITLE: Executive Vice President
SIGNATURE: 	DATE: 4/14/15

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

## PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Arakelian Enterprises, Inc. dba Athens Services☒ Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE DATE: 4/14/15

Gary M. Clifford, Executive Vice President

**PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS**

Proposer's Name: Arakelian Enterprises, Inc. dba Athens Services

- ☒ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation      ☐ Threatened Litigation      ☐ Judgment (check one)

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

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B. ☐ Pending Litigation      ☐ Threatened Litigation      ☐ Judgment (check one)

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

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Signature of Proposer: \_\_\_\_\_

Date: 4/14/15

Gary M. Clifford, Executive Vice President

## PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

## STREET SWEEPING SERVICES (2015-SQPA004)

ARAKERIAN ENTERPRISES, INC. dba ATHENS SERVICES

Proposer's Name

P.O. Box 60009, CITY OF INDUSTRY, CA 91716

Address



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



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

Signature of Proposer:

[Signature]  
CFO

Date:

4/3/15

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

The Proposer certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206; **AND**

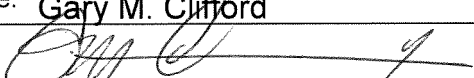
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**-OR-**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

*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: <b>Gary M. Clifford</b>	Title: <b>Executive Vice President</b>
Signature: 	Date: <b>4/14/15</b>

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

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

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

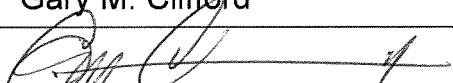
Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

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

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

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

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

Name of Firm: Arakelian Enterprises, Inc. dba Athens Services	County Webven No. 00239801
Print Authorized Name: Gary M. Clifford	Title: Executive Vice President
Authorized Signature: 	Date: 4/14/15

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

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

**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

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

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

**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

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

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


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

Proposer or Proposer's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Arakelian Enterprises, Inc. DBA Athens Services	July 1987 to Present	Our first street sweeping contract was the City of Temple City in 1987 and we still have	13

the contract today.

- ☐ No. Proposer or its managing employee does not meet the experience requirement stated above.

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

Signature  Gary M. Clifford	Title Executive Vice President
Firm Name	Date 4/14/15



## LOS ANGELES COUNTY CODE

## Title 2 ADMINISTRATION

## 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 a living wage to their employees causes them to use such service's; thereby, placing an additional burden on the County of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.20 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 Executive Officer, but in no event less than 35 hours worked per week.

- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 §2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.30      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.

**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 \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 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. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

**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 Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive 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. (Ordinance No. 99-0048 ' 1 (part), 1999.)

#### **2.201.60      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 Executive Officer, or to the County Auditor/Controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

#### **2.201.70      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 contract; 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. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.80      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 Executive 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, in accordance with Section 2.202.040 of this code.

**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 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. (Ordinance No. 99-0055 ' 1, 1999: Ordinance No. 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. (Ordinance No. 99-0048 ' 1 (part), 1999.)

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

## COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

APPLICATION FOR EXEMPTION

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

Company Name			
Company Address			
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 nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- ☐ My business is a Small Business (*as defined in the Living Wage Ordinance*) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the 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.

**FORM LW-2 - APPLICATION FOR EXEMPTION (continued)**

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (***you must attach the agreement***); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

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

PRINT NAME:	TITLE:	
SIGNATURE:		DATE:

**Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): \_\_\_\_\_

- ☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE****Contractor Living Wage Declaration**

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

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

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

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): 1) Health Net -Salud Y Mas HMO 2) Health Net Excel Care EOA

Company Insurance Group Number: 1) 26755A 2) R1264A

Health Benefit(s) Payment Schedule:

☒ Monthly

☐ Quarterly

☐ Bi-Annual

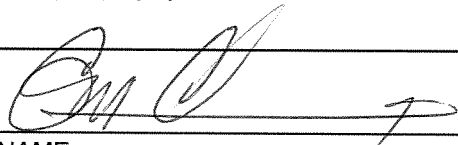
☐ Annually

☐ Other: \_\_\_\_\_ (Specify)

PLEASE PRINT COMPANY NAME: Arakelian Enterprises, Inc. dba Athens Services

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

SIGNATURE:



DATE:

4/14/15

PLEASE PRINT NAME:

Gary M. Clifford

TITLE OR POSITION:

Executive Vice President

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

**LABOR LAW/PAYROLL VIOLATIONS :**

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

Owner's/Agent's Authorized Signature

Arakelian Enterprises, Inc. dba Athens Services

Print Name of Firm

Gary M. Clifford, Executive Vice President

Print Name and Title

4/14/15

Date

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

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

- ☐ 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:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

<b>Public Entity Name</b>	
<b>Public Entity Address:</b>	<b>Street Address:</b> <b>City, State, Zip:</b>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b> <b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	<b>Name:</b> <b>Street Address:</b> <b>City, State, Zip:</b>
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	

☐ Additional Pages are attached for a total of \_\_\_\_\_ pages.

# GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<b>COUNTY DETERMINATION</b>  <b>Proposer Name:</b> _____  <b>Contracting Department:</b> _____  <b>Department Contact Person:</b> _____  <b>Phone:</b> _____	<b>RANGE OF DEDUCTION</b> _____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<b>MAJOR</b> 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**
<b>SIGNIFICANT</b> 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**
<b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
<b>INSIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
<b>NONE</b> 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.

# REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Arakelian Enterprises, Inc., dba Athens Services

Name of Proposer's Health Plan: Health Net HMO - Salud y Mas Date: 3/31/15

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Employee + 1 dependent	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Employee + 2 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Employee + 3 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Proposer's portion of above health premium payment			
Employee only	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 254.40	
Employee + 1 dependent	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 546.96	
Employee + 2 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 750.50	
Employee + 3 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 750.50	
Any Annual Deductible?			
Per Person	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Per Family	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	Per person \$1,500.00
Per Family	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	Per Family \$4,500.00
Any Lifetime Maximum?			
Per Person	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Per Family	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Ambulance coverage	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$50/ transport
Doctor's Office Visits	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$15/ visit
Emergency Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$50/ visit
Home Health Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$10/ visit
Hospice Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	No charge
Hospital Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$250/ stay
Immunizations	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	No charge
Maternity	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	Prenatal & Postnatal care - No charge Delivery & Inpatient services - \$250/ stay
Mental Health	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$15/ visit
Mental Health In-Patient Coverage	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$250/ stay

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)		WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	\$15/ visit
Physical Therapy	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	\$15/ visit
Prescription Drugs	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	\$5 Generic, \$15 Brand Name, \$35 Non Formulary
Routine Eye Examinations	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	\$15/ visit, covered only up to age 17
Skilled Nursing Facility	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	20% Co-insurance
Surgery	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	Outpatient - 20% Co-insurance Inpatient - \$250/ stay
X-Ray and Laboratory	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	No charge

Under this health plan, a full time employee:

☒ Becomes eligible for health insurance coverage after 30 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 3 DAYS.

B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 DAYS.

C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.

D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.

E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

# REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Arakelian Enterprises, Inc., dba Athens Services

Name of Proposer's Health Plan: Health Net HMO - ExcelCare EOA Date: 3/31/15

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Employee + 1 dependent	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Employee + 2 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Employee + 3 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Proposer's portion of above health premium payment			
Employee only	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 298.24	
Employee + 1 dependent	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 641.21	
Employee + 2 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 879.82	
Employee + 3 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 879.82	
Any Annual Deductible?			
Per Person	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$100/ per person calendar year deductible for Brand name drugs.
Per Family	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	No other deductibles.
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	Per person \$1,500.00
Per Family	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	Per family \$4,500.00
Any Lifetime Maximum?			
Per Person	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	\$	
Per Family	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	\$	
Ambulance coverage	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$100/ transport
Doctor's Office Visits	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$30/ visit
Emergency Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$100/ visit
Home Health Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$30/ visit
Hospice Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	No charge
Hospital Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	20% Co-insurance
Immunizations	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	No charge
Maternity	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	Prenatal & Postnatal care - \$30/ visit Delivery & Inpatient services - 20% Co-Insurance
Mental Health	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$30/ visit
Mental Health In-Patient Coverage	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	20% Co-insurance

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)		WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	\$30/ visit
Physical Therapy	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	\$30/ visit
Prescription Drugs	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	\$10 Generic, \$25 Brand Name, \$40 Non Formulary; \$100 deductible Brand Name
Routine Eye Examinations	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	\$30/ visit
Skilled Nursing Facility	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	Days 1-10 - No charge Days 11-100 - \$25/ day
Surgery	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	Outpatient & Inpatient - 20% Co-insurance
X-Ray and Laboratory	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	\$	Diagnostic (x-ray, blood work) - No charge Imaging (CT/PET scans, MRI) - \$100 /test

Under this health plan, a full time employee:

☒ Becomes eligible for health insurance coverage after 30 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 3 DAYS.

B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 DAYS.

C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.

D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.

E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

STREET SWEEPING SERVICES (2015-SQPA004)

**PROPOSER:** \_\_\_\_\_

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											
								Total Annual Salaries			\$
								(1) Vacations, Sick Leave, Holiday		\$	
								(2) Health Insurance ***		\$	
								(3) Payroll Taxes & Workers' Compensation		\$	
								(4) Welfare and Pension		\$	
								Total Annual Employee Benefits (1+2+3+4)			\$
								(5) Equipment Costs		\$	
								(6) Service and Supply Costs		\$	
								(7) General and Administrative Costs		\$	
							(8) Profit		\$		
							Total Annual Other Costs (5+6+7+8)			\$	
							TOTAL ANNUAL PRICE			\$	

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

Note: This cost methodology is to show, in detail, how the Pronoser arrived at the proposed contract rates. The minimum cost for health insurance is \$2,000/monthly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

The above information was compiled from records that were available to the Proposer at the time of proposal submission. The Proposer certifies that the information provided herein is true and correct to the best of its knowledge and belief. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from 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 requirements of the proposal.

Name of Proposer

Signature

Date \_\_\_\_\_

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

### INSTRUCTIONS

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

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

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

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

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>2. REPORTING TIME</b></p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>2. Automated Kronos computerized check in System / Time Cards</p>
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b></p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p><b>3.8. ATTACH ACTUAL COPIES OF THESE RECORDS</b> (Please blank out any personal information).</p>	<p>3.1 The KRONOS system allows us to print a variety of reports concerning all employees actual work periods.</p> <p>3.2 Same as 3.1</p> <p>3.3 Records are maintained on a daily and weekly basis.</p> <p>3.4 Records are created by the Operation Management staff and by the payroll department.</p> <p>3.5 Records are verified weekly by the Accounting Manager, General Manager and the VP of Finance for accuracy and adherence to State and Federal Labor laws.</p> <p>3.6 Records are stored in weekly periods and kept here at the central location and also at the Iron Mountain Storage facility.</p> <p>3.7 The KRONOS timekeeping records are used in conjunction with the Infinium AS400 Payroll System to process are weekly payroll.</p> <p>3.8 Please see next page.</p>

4/29 12:42:50  
 Emp#: 20  
 Position: Athens Services  
 Options: I=Select 4=Delete B=Breakdown

Selected Range  
 From 4/21/  
 To 4/27/

Out Day	Date	In	Exc	Lun	Out	Exc	Hours	Speed	Payld	Rate	Def	Def
MON	4/21/	430A	U		330P	I	10.50			2.0PS		Y
TUE	4/22/	430A	U		115P		8.25			2.0PS		Y
WED	4/23/	430A	U		1230P		7.50			2.0PS		Y
THU	4/24/	430A	U		100P		8.00			2.0PS		Y
FRI	4/25/	430A	U		130P	I	8.50			2.0PS		Y
SAT	4/26/	500A	U		915A		4.25			2.0PS		Y

Bottom

REG 40.00 OT 7.00

Total 47.0

F3=Exit F6=Add F8=Adjust F9=Previous F10=Next  
 F11=Charge F12=Cancel F13=Actual F14=Defaults F15=Punches F16=Audit

SAMPLE  
 COMPUTER  
 PAYROLL  
 RECORD

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</b></p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>4. No other records used to create payroll.</p>
<p><b>5. BREAKS</b></p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1, 5.2, &amp; 5.3 Employees sign a weekly certification that they have taken all required meal and rest breaks.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>6. HOW PAYROLL IS PREPARED</b></p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.1 We use an in-house payroll processing program called Infinium and our timekeeping we us the KRONOS system.</p> <p>6.2 Weekly, Automated checks</p> <p>6.3 Single checks</p> <p>6.4 Types of income (Reg, OT, Vac, Holiday etc..)</p> <p>and all deductions.</p> <p>6.5 Copy attached after last page of form LW-9.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>7.1 and 7.2 - None of this applies to Athens Services.</p>
<p><b>8. AUTOMATED PAYROLL SYSTEM</b></p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 Time data from the confirmed Kronos time reports are automatically uploaded in the Infinium Payroll System. The only manual entries entered are for current or previous week adjustments, i.e., missing hours, vacation pay, and bonus pay.</p> <p>8.2 N/A</p> <p>8.3 The calculations are embedded in the software. Infinium notifies the IT Manager of any upcoming changes.</p>

## QUESTION

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

**9. TRAVEL TIME**

- 9.1. How is travel time during an employee's shift paid?
- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
- During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.
  - During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

- 9.1 Travel time is not treated differently than work time.
- 9.2 No multiple wage rates
- 9.3 .a Athens wage rates exceed the County's living wage rates.  
No multiple wage rates
- 9.3.b Athens wage rates exceed the County's living wage rates.  
No multiple wage rates

**10. OVERTIME**

- 10.1. How does the Proposer calculate overtime wages?
- 10.2. What if the employee has multiple wage rates?

- 10.1 Overtime is calculated by the regular rate multiplied by 1.5 to get the overtime rate. The overtime hours are then multiplied by the overtime rate in order to get the overtime wages.
- 10.2 We have no multiple wage rates.

Print Name:

Gary M. Clifford, Executive Vice President

Company:

Arakelian Enterprises, Inc. dba Athens Services

Signature:



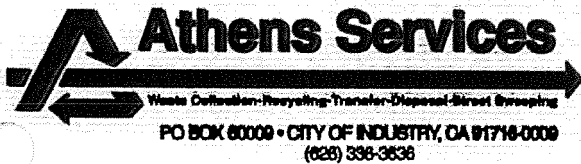
Date:

4/14/15

iSeries Timekeeper: Athens Services  
TOTAL HOURS REPORT  
THRU 11/2/11  
EMPLOYEE SUMMARY

DEPT	EMP NO.	EMPLOYEE NAME	OT	SUN	MON	TUE	WED	THUR	FRI	SAT	TOTAL HRS	HOURS PAID
DRVR AUTO - RT 070		[REDACTED]	12.25		9.50	10.25	10.50	10.75	11.25		52.25	52.25
DRVR AUTO - RT 071		[REDACTED]	12.25		9.50	10.25	10.50	10.75	11.25		52.25	52.25
DRVR AUTO - RT 072		[REDACTED]	12.50		10.25	10.00	10.25	11.75	10.25		52.50	52.50
DRVR AUTO - RT 077		[REDACTED]	9.75		10.00	10.25	7.75	10.75	11.00		49.75	49.75
DRVR AUTO - RT 078		[REDACTED]	7.00		10.00	10.25	7.75	10.75	11.00		49.75	49.75
DRVR AUTO - RT 078		[REDACTED]	7.00		9.75	10.00	10.25	5.75	11.25		47.00	47.00
DRVR AUTO - RT 090		[REDACTED]	9.75		10.00	10.25	7.75	10.25	11.50		49.75	49.75
DRVR AUTO - RT 091		[REDACTED]	11.00		10.00	11.00	9.50	10.00	10.50		51.00	51.00
DRVR AUTO - RT 092		[REDACTED]	12.25		10.00	11.00	9.50	11.00	10.75		52.25	52.25
DRVR AUTO - RT 100	1890	[REDACTED]	6.75		10.00	11.00	6.25	10.25	9.25		46.75	46.75
DRVR AUTO - RT 101	240	[REDACTED]	6.75		10.00	11.00	6.25	10.25	9.25		46.75	46.75
DRVR AUTO - RT 103	240	[REDACTED]	12.50		10.75	10.50	10.25	10.25	10.75		52.50	52.50
DRVR AUTO - RT 103	240	[REDACTED]	14.50		11.50	10.25	11.00	11.00	10.75		54.50	54.50
DRVR AUTO - RT 103	240	[REDACTED]	14.50		11.50	10.25	11.00	11.00	10.75		54.50	54.50
DRVR AUTO - RT 103	240	[REDACTED]	14.75		11.25	10.50	6.00	10.25	10.75	6.00	54.75	54.75
DRVR AUTO - RT 103	240	[REDACTED]	14.75		11.25	10.50	6.00	10.25	10.75	6.00	54.75	54.75

TOT HRS:	52.75	WORKED	52.75	NON-WORKED	OVER TIME	.00	PAID	12.75	52.75	NON-PAID	.00	ADJUST	\$ .00
HOURS BY	PAY CODE		STRAIGHT TIME	40.00									
EMPLOYEE: 23483	52.25	WORKED	52.25	NON-WORKED	PAY PERIOD	RULE: 03	PAID	OPS / SHOP					
TOT HRS:	52.25	WORKED	52.25	NON-WORKED	OVER TIME	.00	PAID	52.25	NON-PAID	.00	ADJUST	\$ .00	
HOURS BY	PAY CODE		STRAIGHT TIME	40.00				12.25					
EMPLOYEE: 4002	52.75	WORKED	52.75	NON-WORKED	PAY PERIOD	RULE: 03	PAID	OPS / SHOP					
TOT HRS:	54.50	WORKED	54.50	NON-WORKED	OVER TIME	.00	PAID	14.50	54.50	NON-PAID	.00	ADJUST	\$ .00
HOURS BY	PAY CODE		STRAIGHT TIME	40.00									
EMPLOYEE: 1372	48.75	WORKED	48.75	NON-WORKED	PAY PERIOD	RULE: 03	PAID	OPS / SHOP					
TOT HRS:	48.75	WORKED	48.75	NON-WORKED	OVER TIME	.00	PAID	8.75	48.75	NON-PAID	.00	ADJUST	\$ .00
HOURS BY	PAY CODE		STRAIGHT TIME	40.00									
EMPLOYEE: 208	52.00	WORKED	52.00	NON-WORKED	PAY PERIOD	RULE: 03	PAID	OPS / SHOP					
TOT HRS:	52.00	WORKED	52.00	NON-WORKED	OVER TIME	.00	PAID	12.00	52.00	NON-PAID	.00	ADJUST	\$ .00
HOURS BY	PAY CODE		STRAIGHT TIME	40.00									
EMPLOYEE: 104	53.50	WORKED	53.50	NON-WORKED	PAY PERIOD	RULE: 03	PAID	OPS / SHOP					
TOT HRS:	53.50	WORKED	53.50	NON-WORKED	OVER TIME	.00	PAID	13.50	53.50	NON-PAID	.00	ADJUST	\$ .00
HOURS BY	PAY CODE		STRAIGHT TIME	40.00									
EMPLOYEE: 247	53.75	WORKED	53.75	NON-WORKED	PAY PERIOD	RULE: 03	PAID	OPS / SHOP					
TOT HRS:	53.75	WORKED	53.75	NON-WORKED	OVER TIME	.00	PAID	13.75	53.75	NON-PAID	.00	ADJUST	\$ .00
HOURS BY	PAY CODE		STRAIGHT TIME	40.00									
EMPLOYEE: 2408	54.75	WORKED	54.75	NON-WORKED	PAY PERIOD	RULE: 03	PAID	OPS / SHOP					
TOT HRS:	54.75	WORKED	54.75	NON-WORKED	OVER TIME	.00	PAID	14.75	54.75	NON-PAID	.00	ADJUST	\$ .00
HOURS BY	PAY CODE		STRAIGHT TIME	40.00									
EMPLOYEE: 238	55.00	WORKED	55.00	NON-WORKED	PAY PERIOD	RULE: 03	PAID	OPS / SHOP					
TOT HRS:	55.00	WORKED	55.00	NON-WORKED	OVER TIME	.00	PAID	8.00	55.00	NON-PAID	.00	ADJUST	\$ .00
HOURS BY	PAY CODE		STRAIGHT TIME	40.00	JURY DUTY			7.00					
EMPLOYEE: 2527	53.50	WORKED	53.50	NON-WORKED	PAY PERIOD	RULE: 03	PAID	OPS / SHOP					
TOT HRS:	53.50	WORKED	53.50	NON-WORKED	VAC - NT PD	8.00	PAID	8.00	45.50	NON-PAID	8.00	ADJUST	\$ .00
HOURS BY	PAY CODE		STRAIGHT TIME	40.00					5.50				
EMPLOYEE: 243	56.75	WORKED	56.75	NON-WORKED	PAY PERIOD	RULE: 03	PAID	OPS / SHOP					
TOT HRS:	56.75	WORKED	56.75	NON-WORKED	STRAIGHT TIME	8.00	PAID	40.00	48.75	NON-PAID	8.00	ADJUST	\$ .00
HOURS BY	PAY CODE		DAY OFF	8.00					8.75				



DATE  
~~XX/XX/XXXX~~

DEPOSITED  
DIR DEP - CHECKING

ACCOUNT NUMBER

AMOUNT  
690.19

PAY  
TO THE  
ORDER OF

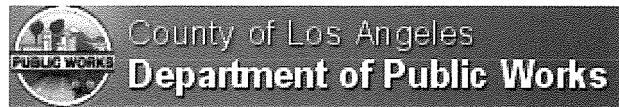
**\*\* NON-NEGOTIABLE \*\***

THIS CHECK IS VOID WITHOUT A GREY BACKGROUND AND WATERMARK - HOLD TO LIGHT TO VIEW

# Athens Services

EMPLOYEE#                      RATE                      PAY PERIOD ENDED ~~XX/XX/XXXX~~ VOUCHER#    66005  
HOURS   11                      39.75                      22                      .25

EARNINGS	CURRENT	Y-T-D	DEDUCTIONS	CURRENT	Y-T-D
STRAIGHT TIME	918.23	34,058.57	FICA TAX	57.23	2461.26
OVERTIME	8.66	767.93	MEDICARE TAX	13.39	575.62
ST.TIME ADJ		497.42	SDI	10.15	436.67
HOLIDAY		712.00	EMPLOYEE LOAN	50.00	700.00
SICK PAY		1,006.82	DENTAL INSURANCE	3.93	165.06
ACATION PAY		2,670.00	STATE TAX LEVY		244.01
BONUS		150.00	PS LOAN	102.00	1483.70
GROSS PAY	926.89	39,862.74	DIR DEP CHECKING	690.19	32552.48
			DED. TOTALS:	926.89	



## **Section Fifteen**

### **Subcontractor's Form List**

As mentioned earlier, Athens Services will not be using any subcontractors.



## **Section Sixteen**

### **Living Wage Ordinance – Application for Exemption**

Athens Services provides employees a generous health plan and competitive wage that exceeds the Living Wage.

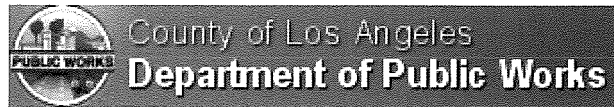
Athens Services is not seeking an Application for Exemption.



## **Section Seventeen**

### **Fuel Cost Adjustment**

Athens purchases fuel at market rates.



## **Section Eighteen**

### **Additional Information**

#### **Sweeper Truck and Teletrac Documentation**

The pages that follow contain the specifications and detailed information regarding the Tymco 600 and the Teletrac GPS system.



## **TYMCO Alternative Fuel Powered Sweepers: Environmentally Superior Cleaning**

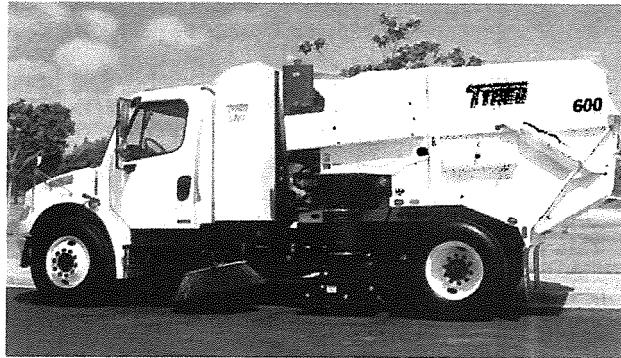
With the ever growing need to address environmental concerns and to meet Federal, State and Municipal air quality requirements, there has been an increasing demand for fleets to add more low emission alternative-fuel vehicles (AFVs). TYMCO has been manufacturing alternative fuel sweepers since 1984. This experience, coupled with our well known reputation for reliability and productivity make TYMCO Alt Fuel sweepers the smart choice. These low emission vehicles, when combined with our proven Regenerative Air System, offer the highest degree of cleaning power available on the market today; while at the same time maintaining and improving the environment.

TYMCO currently offers two forms of alternative fuel for the Model 600: Dedicated CNG (Compressed Natural Gas) and Dedicated LPG (Liquefied Petroleum Gas) - propane, which allows both the sweeper and the chassis engines operate on alternative fuel.

Street sweepers must be maneuverable in order to get to those hard-to-reach areas. The TYMCO engineered and manufactured alternative fuel powered chassis is designed to provide maximum fuel capacity on the shortest wheelbase available. TYMCO has accomplished this by designing a CNG fuel storage rack system and LPG tank that require minimal additional wheelbase, resulting in the tightest turning radius possible; all while providing maximum rear view visibility.

Both the CNG and LPG fuel storage areas are designed to be user friendly. Quick access for fueling, system shut-off valves and pressure reading make the operator's job easier and safer. The large capacity CNG fuel storage cylinders are enclosed for protection, and the enclosure roof is angled and sloped to allow for low hanging tree limbs. Both the CNG and LPG fuel storage areas are mounted in such a way as to allow for maximum sweeper operation.

Utilizing the very latest advancements in technology, TYMCO alternative-fuel powered sweepers are specifically engineered to provide the highest degree of performance, safety, and simplicity.

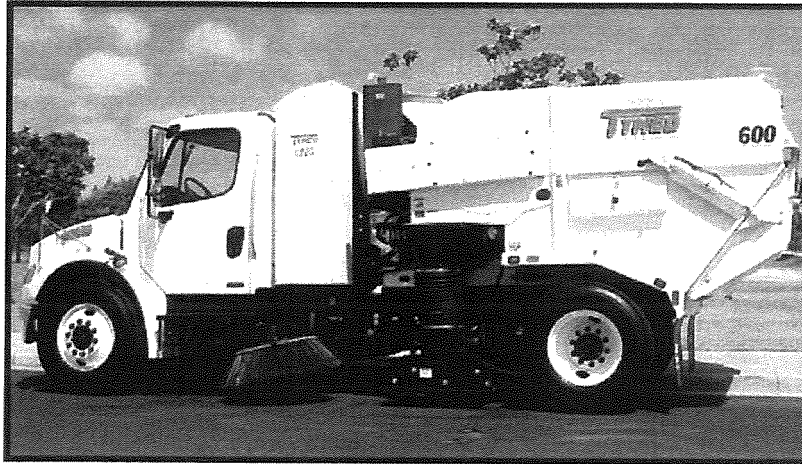


**TYMCO Model 600-CNG  
(Compressed Natural Gas)**



**TYMCO Model 600-LPG  
(Propane)**

## FREIGHTLINER M-2 CNG - MODEL 600 (ULTRA LOW EMISSION VEHICLE)



**FUNCTION:** The CNG option provides a dedicated system for the Model 600 sweeper which allows the sweeper and chassis to operate on Compressed Natural Gas (CNG). Additionally, the truck chassis is powered with a Cummins 5.9 B CNG Plus 195 Natural Gas Engine.

**LOCATION:** The CNG Cylinders are located behind the cab, and the fuel delivery equipment is mounted on or about the engines.

**DESCRIPTION:** The Cummins chassis engine utilizes an electronic closed-loop air/fuel control system.

The Sweeper fuel delivery equipment utilizes a multistage regulator and mixer for CNG. The fuel management system is comprised of an electronic closed loop air/fuel control and safety shut off or equivalent.

The CNG Type III Cylinders (four each, 15.9 dia. x 75" long - 1960 SCF<sup>3</sup> @ 3600 PSI each, full composite-wrapped 20 year aluminum cylinders) have an approximate total capacity of 59.4 diesel gallon equivalent <sup>4</sup>.

**COMMENTS/  
RESTRICTIONS:**

1. Requires minimum 10,000 lb. (4540kg) front GAWR on the truck.
2. Requires the standard 220 gallon (833 liter) water tank capacity.
3. Standard Cubic Feet (SCF) capacity is approximate. Factors such as gas density, temperature and rate of fill will affect actual capacity.
4. Equivalency based on 5.66 lbs. Natural Gas/U.S. Gasoline Gallon Equivalency and a Natural Gas Density of .0458 lb/SCF.
5. CAT pump and/or Hi/Lo Washdown are not available.

# FUEL SYSTEM

## **4 Cylinder Vertical Stack \*DGE - 59.4 Installed By Alternative Fuel Technologies, Inc.**

SCI, Type III Cylinders - 4 each 15.9 Dia. x 75" long  
(1960 SCF @ 3600 PSI each) Full composite wrapped, 20 year life,  
aluminum cylinders. 14.85 DGE per tank.  
Total capacity = 59.4 DGE

2 each - Manual 1/4 turn shut-off valves.  
(1 comes with the chassis engine and 1 for the auxiliary engine)

1 each - CNG high pressure filter for the auxiliary engine.  
1 each - CNG high pressure filter for the chassis engine.

2 each - In cab fuel level gauges on both left and right driver console.

1 each - 5000 PSI liquid filled pressure gauge mounted directly on the  
cylinder stack.

1 each - Plumbing to manifold cylinders together .375" dia. stainless  
steel tubing with design pressure of 5550 PSI.

2 each - CNG high pressure hoses to connect chassis engine and  
auxiliary engine.

1 each - CNG fuel system vertical stack.

\* DGE = Diesel Gallon Equivalent

# AUXILIARY ENGINE

## **5.7L Auxiliary Engine (KEM) CNG**

Model No.	8 - 857 - CNG - TYMCO
Bore & Stroke	4.0 x 3.48 Inches
No. of Cylinders	8
Displacement	350 Cubic Inches (5.7 Liter)
Oil Capacity w/Filter	6 Quarts
Coolant Capacity	5.0 Gallons
Shipping Weight	1150 LBS.
Maximum HP	130 hp @ 2500 RPM w/Natural Gas @ 1000 BTU/FT <sup>3</sup> . Data per KEM, Inc. performance specs.

The sweeper fuel delivery equipment utilizes a multistage regulator  
for CNG. The fuel management system is comprised of an ECM  
controlled closed loop air/fuel control with a safety shut off.

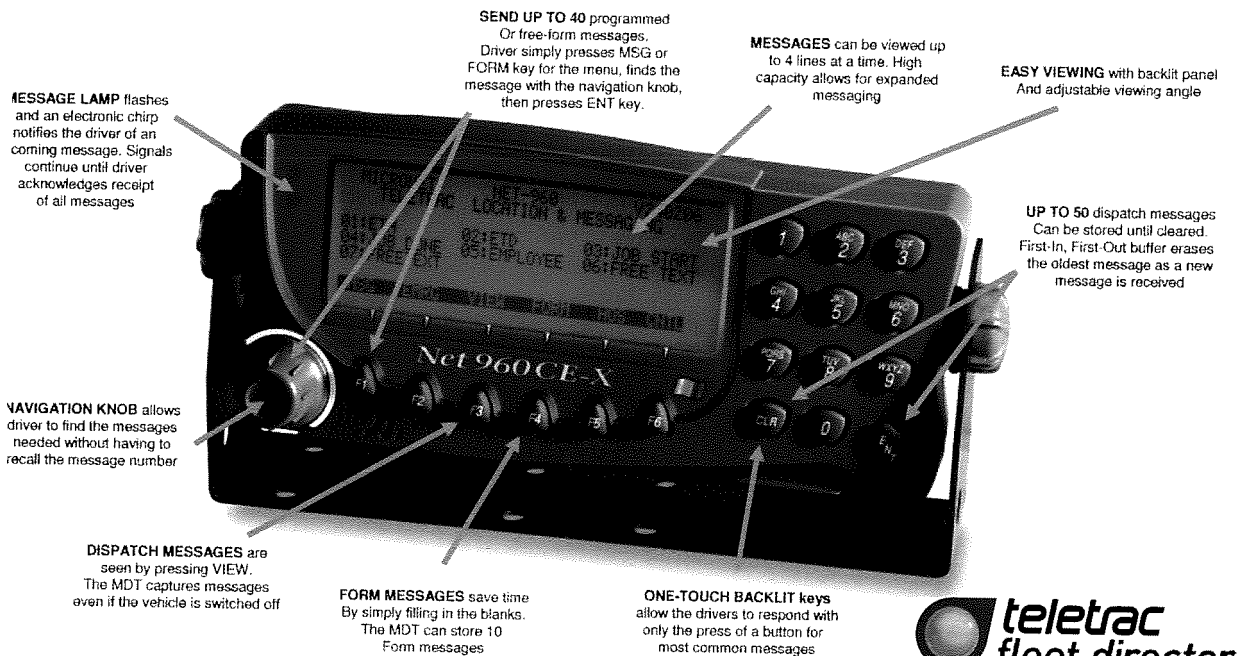


## FD6 Feature Matrix

### Message Display Terminal 960CE-X

#### A New Standard For In-Cab Communications

The 960CE-X MDT offers added messaging capacity and additional features that help improve dispatch and overall fleet efficiency. Drivers can enter variable alphanumeric data into "fill-in-the-blanks" form messages in addition to free form messages and standard codes.



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FD6 Feature Matrix

### Introduction

#### Scope

This intent of this document is to provide an overview of the items that will be contained in FD6 phase 1.

#### Overview

Traditionally, Teletrac customers accessed eClient—5.4.3 (E50) and earlier—by loading the software to a computer workstation. With FD6, the next generation of eClient, customers are not limited to using only workstations that have eClient software loaded. FD6 takes a technological leap by leveraging the power and convenience of the web. Teletrac customers can access Fleet Director from any computer with a web connection.

FD6 Feature Matrix

### FD6 Functions to be offered in Phase One

Upon start up, FD6 will automatically open up a Map View showing the entire US. It will also open up a Data View.

Fleet Director 6 has a new menu structure to help facilitate the ease of using the product. The following pages contain each of the menu items and the options available. Below is an overview of what the main menu set up will look like. If a selection has a ">" by it, it signifies that that menu option has an associated submenu to it.

<b>Fleet Director</b>	<b>View</b>	<b>Send</b>	<b>Maintain</b>	<b>Window</b>	<b>Help</b>
Map View >	View All Vehicles	Message to Current Selection	Vehicles	Cascade	Help Topics
Workspace >	Locate All	Message to Subfleet	Landmarks	Tile	About
View Map Tabs	Locate Vehicles In Subfleet	Message to Vehicle(s)	Messaging >	Close All	
Show Labels	Locate Specific Vehicle(s)	Message to All	Drivers		
View Vehicle Data	Find Address	Send Route			
View Vehicle Status	History Playback				
Configure Users	Filter WatchList by Subfleet				
Change Password	Reports				
Exit					

## Fleet Director Menu

This is the main menu in which the user will setup and start using the application.

Menu Item	Sub Menu, Tab or Option	Description
<b>Map View</b>	<i>Open</i>	Opens a Map
	<i>Close</i>	Closes the Map
	<i>Print</i>	Prints the Map displayed in the window
<b>Workspace</b>		Allows the user to set up and save their workspace
	<i>Open</i>	Allows user to select and open a previously saved workspace.
	<i>Close</i>	Close the existing workspace
	<i>Customize</i>	The feature contains for tabs for the user to customize their workspace. The first tab contains the available toolbars. Users can select which tool bar the want to view and how they want it displayed. The command tab allows users to choose which options they want on which toolbar. On the data view tab, the user can configure the number of events to maintain in this window. They can also configure to switch to the Message and the Exception window when a messages or exceptions trigger. Completely clearing the data view is also available on this tab. The last tab gives the user the ability to receive multiple alerts per vehicle on this tab.
	<i>Save</i>	Overwrite the existing open workspace that is currently open with the values that is now showing on the desktop.
	<i>Save As</i>	Gives the user the ability to add a descriptive name to a workspace they have customized.
	<i>Default</i>	This option will open the default workspace.
<b>View Map Tabs</b>		Displays the Map windows in tabular format
<b>Show Labels</b>		Selecting this feature will enable and disable vehicle and landmark labels on the Map View.
<b>View Vehicle Data</b>		Displays the <b>Data View</b> window
<b>View Vehicle Status</b>		Displays the <b>Status View</b> window
<b>Configure Users</b>		Allows users to view what privileges they have. From this option, an administrative user would create additional users.
<b>Change Password</b>		A user would change their login password here.
<b>Exit</b>		Exit the FD6 application

### View Menu

This menu will deals with the visual aspects of FD6.

Menu Item	Sub Menu, Tab or Option	Description
<b>View All Vehicles</b>		Zooms that map so all vehicles that have a valid locate appear in the Map View.
<b>Locate All</b>		Locate all the vehicles.
<b>Locate Vehicles In Subfleet</b>		Locate only selected subfleet.
<b>Locate Specific Vehicle(s)</b>		Locates only specific vehicle(s) the user selects.
<b>Find Address</b>		Find an address.
<b>History Playback</b>		Replay a vehicle(s) history.
<b>Filter Watchlist by Subfleet</b>		Filter the Watchlist to show information only for the selected Subfleet.
<b>Reports</b>		Automatically opens the reports module.

### Send Menu

This menu deals with the user sending information to the vehicle.

Menu Item	Sub Menu, Tab or Option	Description
<b>Message to Current Selection</b>		The user can send the same message to specific vehicles that the user has selected.
<b>Message to Subfleet</b>		The user can send the same message to a subfleet.
<b>Message to Vehicle(s)</b>		The user can send a message to specific vehicle(s).
<b>Message to All</b>		The user can send the same message to the entire fleet at one time.
<b>Send Route</b>		The Fleet Director user to send a route to a vehicle based on an address or landmark.
	<i>Find Route by Landmark</i>	Used with Turn-By-Turn unit to send a route to a vehicle by Landmark.
	<i>Find Route by Address</i>	Used with Turn-By-Turn unit to send a route to a vehicle by an address.

### Maintain Menu

This menu deals with the setup, editing and deletion of Vehicle options.

Menu Item	Sub Menu, Tab or Option	Description
<b>Vehicles</b>		This window will produce 4 tabs (Vehicles, Vehicle Subfleets, Statuses and Exception Conditions).
	<b>Vehicle Tab</b>	Allows for vehicle creation, deletion and edits. Assignment and un-assignment of vehicles to the <b>Watchlist</b> occur here. Users can also set up a location schedule here. Also available on this tab is the ability to setup individually vehicle mileage information for <b>Service Mileage</b> reporting.
	<b>Vehicle Subfleet Tab</b>	Allows for Vehicle Subfleet creation, deletion and edits. The user has the ability to assign and un-assign the subfleet to their <b>Watchlist</b> . Users can also set up a location schedule here.
	<b>Status Tab</b>	Allows for status creation, deletion and edits. Users can assign, unassigned and schedule statuses.
	<b>Exception Conditions Tab</b>	Allows for creation, deletion and edits. Users can assign un-assign and schedule exception conditions.
<b>Landmarks</b>		Allows users to create, edit and delete point landmarks. The Radius button now displays on the main window.
	<b>Landmark Groups Option</b>	This option is on the main Landmark Properties window. Users can create, delete and edit Landmark Groups. Assigning a Landmark Group is also an option here.
<b>Messaging</b>		This selection houses all options related to messages.
	<b>Messages</b>	FSR level will be able to configure messaging from this tab. Administrative users can only view outbound messages.
	<b>Message Filter</b>	User has the ability to select a Subfleet, specific vehicles or all vehicles to receive incoming messages.
	<b>Auto Response Message</b>	Ability to reply to a message received. Both canned and form fill.
	<b>Auto Move to Subfleets</b>	Automatically move a vehicle to a subfleet based on an inbound message received from the vehicle.
	<b>Custom Message Alert</b>	Ability to configure which users will not receive pop up alerts of particular messages. Both canned and form fill.
	<b>Vehicle Inbound Message Filter</b>	Allows user to select messages they do not want notification of. This is for inbound canned messages only.
<b>Drivers</b>		Allows user to set up driver information for HOS logins and the Driver Login functionality so that Drivers show up associated with vehicles.

### Windows Menu

This window controls the basic placement of the Map View window.

Menu Item	Sub Menu, Tab or Option	Description
<b>Cascade</b>		Selecting this will cascade the Map View window.
<b>Tile</b>		Selecting this will tile the Map View window.
<b>Close All</b>		Selecting this will close all of the Map View windows.

### Help Menu

This menu will access information about the FD6 product.

Menu Item	Sub Menu, Tab or Option	Description
<b>Help</b>		Selecting this will pop up the on line help for FD6.
<b>About</b>		Selecting this option will produce the Fleet Director 6 splash screen with the version number, date and copyright information.

### Zoom Capabilities

Zoom capabilities have now moved to the map itself.

In the upper left hand corner of the map itself will be a control item that will let the user zoom in and out by clicking on bars. In the upper right hand corner, the user will be able to select Local, City and Region zoom levels.

### Data View Selections

The Data View contains nine individual tabs. Each of these tabs report a variety of current and historical information about the vehicle's activities the user is looking for.

Tab	Column Name	Descriptions
<b>Events</b> - This tab shows each location as it comes into the eClient system.	<b>Vehicle</b>	The name created in eClient for the vehicle.
	<b>Status</b>	What status the vehicle is in at the time of locate.

Tab	Column Name	Descriptions
<b>Vehicle Watchlist</b> - This tab is very similar to the Events tab, but it only lists the vehicles once. The vehicle's information updates as it changes.	<i>Event Time</i>	The actual locate time of the vehicle.
	<i>Address</i>	A physical location includes the street address, city, state, and zip code.
	<i>Cross Street</i>	Is locates address' main cross street.
	<i>MPH</i>	Speed vehicle was traveling at when the location occurred.
	<i>Heading</i>	The direction the vehicle is traveling in.
	<i>Quality</i>	The quality of the locate event.
	<i>Last Locate (Long, Lat)</i>	The latitude and longitude of the last locate.
	<i>Vehicle</i>	The name created in eClient for the Vehicle.
	<i>Status</i>	What status the vehicle is in at the time of the location.
	<i>Event Time</i>	The actual locate time of the vehicle.
<b>Message</b> - This tab lists every message sent and received by a vehicle. The following columns of information are displayed:	<i>Address</i>	A physical location includes the street address, city, state, and zip code.
	<i>Cross Street</i>	Is locates address' main cross street.
	<i>MPH</i>	Speed vehicle was traveling at when the location occurred.
	<i>Heading</i>	The direction the vehicle is traveling in.
	<i>Quality</i>	The quality of the locate event.
	<i>Vehicle</i>	The name created in eClient for the Vehicle.
	<i>Event Time</i>	The actual locate time of the vehicle.
	<i>Message</i>	Actual text of message sent to or received from the vehicle.
	<i>Type</i>	Type of message sent to or received from the vehicle.

Tab	Column Name	Descriptions
<b>Drivers</b> - This tab lists all drivers set up in eClient and which vehicle they in.	<b>Driver Name</b>	The first and last name of the driver as set up in eClient.
	<b>Vehicle</b>	The name created in eClient for the Vehicle.
	<b>Mobile Phone 1</b>	The driver's cell phone number is here.
	<b>Mobile Phone 2</b>	A second or alternative phone number is here for the driver. for the driver
<b>Exception Conditions</b> - This tab lists all Exception Conditions triggered by the vehicle.	<b>Vehicle</b>	The name created in eClient for the vehicle.
	<b>Event Time</b>	The actual locate time of the vehicle.
	<b>Exception Condition</b>	The user created Exception Condition name.
	<b>Condition Information</b>	Exception Condition specifications are shown here.
	<b>Type</b>	Type of exception condition triggered.
	<b>New Status</b>	The new status the vehicle is in if this option is part of the Exception Condition configuration.
<b>Closest Vehicle</b> - This tab will display all the vehicles assigned to the user's Watchlist sorted by closest distance to an address or landmark.	<b>Vehicle</b>	The name created in eClient for the Vehicle.
	<b>Status</b>	What status the vehicle is in at the time of the location event.
	<b>&gt;Distance (miles)</b>	Shows the number of miles the vehicle is from the point or landmark.
	<b>Address</b>	A physical location includes the street address, city, state, and zip code.
	<b>Cross Street</b>	Is locates address' main cross street.

Tab	Column Name	Descriptions
<b>Find Location</b> - This tab will display all the locations when the user performs a <b>Find</b> action. There may be more than one location listed.	<b>Event Time</b>	The actual locate time of the vehicle.
	<b>Address</b>	This Address field lists just the postal number of the street.
	<b>Street</b>	The Street the address locates on.
	<b>City</b>	The City the address was found in.
	<b>State</b>	The State the address was found in.
	<b>Zip Code</b>	The zip code the address is in.
<b>Find Landmarks</b> - This tab will display all the landmarks when the user performs a <b>Find</b> action.	<b>Country</b>	The Country the address is in.
	<b>Name</b>	The landmarks name.
	<b>Type</b>	The Type of the Landmark
	<b>Address</b>	A physical location includes the street address, city, state, and zip code.
	<b>Phone</b>	
	<b>Account</b>	An account number the user may have entered when the landmark was set up.
<b>Playback</b> - This tab populates with data when the History Playback function is active.	<b>Location (Long,Lat)</b>	The location based on longitude and latitude placement.
	<b>Vehicle</b>	The name created in eClient for the Vehicle.
	<b>Event</b>	The Event is a name of an action that occurs by the workstation or vehicle that populates a location in the database.
	<b>Event Time</b>	The actual locate time of the vehicle.
	<b>Status</b>	The status the vehicle was in at the time of the Event.

Besides using the toolbar menu, users can also activate selected amount of functions by right clicking on the vehicles in each of the tabs in the data view. The **Events**, **Vehicle Watchlist**, **Message**, **Exception Conditions** and **Closest Vehicle** tabs all contain the same options. The following chart describes these options.

Option	Sub Menu, Tab or Option	Description
<b>Locate</b>		Manually locate the vehicle.
<b>Locate Via Satellite</b>		Manually locate the vehicle using satellite backup. (Option currently grayed out. It will be available with the Satellite Backup option.)
<b>Send Message</b>		Send a message to the vehicle.
<b>Resend Message</b>		Resend the previous message to the vehicle.
<b>Change Status</b>		Manually change the status of the vehicle.
<b>HOS Driver Logout</b>		User can log out a driver from the workstation.
<b>Find Closest Vehicle</b>		Find the closest vehicle to this vehicle.
<b>Find Closest Vehicle In a Subfleet</b>		Find the closest vehicle in a specific subfleet to this vehicle.
<b>Display</b>		
	<i>Display</i>	Have the map view zoom to this vehicles current location.
	<i>Display in New View</i>	Opens up another map window to display this vehicle in.
	<i>Follow</i>	Allow the current map view to adjust when this vehicle moves.
	<i>Follow In New View</i>	Opens up a new map view and adjusts automatically to move when the vehicle moves.
	<i>History Playback</i>	Replay history for this vehicle.
<b>Maintenance</b>		
	<i>Properties</i>	Shows the properties of this vehicle There is also a tab that the user can make additional comments they might want associated with this vehicle.
	<i>Exception Conditions</i>	Displays the <b>Exception Condition</b> window to allow the user to create, edit and delete exception conditions.

Option	Sub Menu, Tab or Option	Description
	<b>Service Mileage</b>	Displays the <b>Service Mileage</b> information window to allow users to view, create, edit or delete the service information.
<b>Send Route</b>		
	<b>By Landmark</b>	Sends a route to a vehicle based on a landmark. Vehicle must be equipped with the Turn-By-Turn unit.
	<b>By Address</b>	Sends a route to a vehicle based on an address. Vehicle must be equipped with the Turn-By-Turn unit.

The Find Locations and Find Landmarks tab also contain similar options. The following chart describes these options.

Option	Sub Menu, Tab or Option	Description
<b>Display In Current View</b>		Have the <b>Map View</b> zoom to this address or landmark.
<b>Display in New View</b>		Another map window will open up to display the address or landmark.
<b>Find Closest Vehicle</b>		Find the closest vehicle to this address or landmark.
<b>Find Closest Vehicle in Subfleet</b>		Find the closest vehicle in a subfleet to this address or landmark.
<b>Properties (In the Find Landmarks tab only)</b>		Brings up the properties of the landmarks for the user to view or edit.

### Map View Selections

Like the Data View, there are several options available when right clicking on a Vehicle or Landmark that resides in the Map View.

#### Vehicle - Map View Selection

Options are available when right clicking on a Vehicle in the Map View. The chart below lists these options.

Option	Sub Menu, Tab or Option	Description
<b>Zoom Local</b>		Map will zoom to the Local Area level.

Option	Sub Menu, Tab or Option	Description
<b>Locate</b>		Manually locate the vehicle
<b>Send Message</b>		Send a message to the vehicle.
<b>Follow New View</b>		Opens up a new map view and adjusts automatically to move when the vehicle moves.
<b>Send Route</b>		
	<i><b>By Landmark</b></i>	Sends a route to a vehicle based on a landmark. Vehicle must be equipped with the Turn-By-Turn unit.
	<i><b>By Address</b></i>	Sends a route to a vehicle based on an address. Vehicle must be equipped with the Turn-By-Turn unit.
<b>Properties</b>		This window shows the details of the vehicle. Four tabs make up this window. The Identification tab lists the vehicle's name and pertinent data about the vehicle. The communications tab provides information on what type of communication device is used. The appearance on map tab shows which icon depicts this vehicle. The miscellaneous tab provides the user to make additional comments on about the vehicle.

**Landmark - Map View Selection**

Options are available when right clicking on a Landmark in the Map View. The chart below lists these options.

Option	Sub Menu, Tab or Option	Description
<b>Properties</b>		Selecting this option will bring up the <b>Landmark Properties</b> window.

General Info

Total:

Number	Description
BRC0000409 - Street Sweeping Services for the Area of South Whittier	BRC0000409 - Street Sweeping Services for the Area of South Whittier
Deadline	PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <a href="https://dpw.lacounty.gov/contracts/asd_rfp/ProjectDetail.aspx?project_id=BRC0000409">https://dpw.lacounty.gov/contracts/asd_rfp/ProjectDetail.aspx?project_id=BRC0000409</a>
02/08/2023 05:30 PM PST	Allows zero unit prices and labor
Vendor	No
Athens Services	Allows negative unit prices and labor
Submitted	No
02/08/2023 01:04 PM PST	
Signed by	
Cristian Herrera	
Opened	
02/09/2023 07:06 AM PST	
By	
jdunn@dpw.lacounty.gov	

RFP Document

- IFB - Street Sweeping South Whittier (BRC0000409).pdf (5.7 MB)
- IFB - Street Sweeping South Whittier (BRC0000409)

Required Document List

Name	Omission Terms	Submitted File
Upload Proposal / Bid Documents Proposal / Bid Documents Proposal / Bid Documents		SOUTH WHITTIER (BRC0000409) - FINAL v3.pdf
Additional Proposal / Bid Documents 10MB of extra upload space. If bid is larger than 10MB, firms must break apart their responses to	Optional	I am not enclosing this document
50 Required Documents		

Name	Omission Terms	Submitted File
meet file size requirements.		because the omission terms have been met.
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# **BID FOR STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (BRC0000409)**

**February 8, 2023**

**LOS ANGELES COUNTY PUBLIC WORKS  
BUSINESS RELATIONS AND CONTRACTS DIVISION - 8TH FLOOR  
ATTENTION: MS. JESSICA DUNN  
900 SOUTH FREMONT AVE.  
ALHAMBRA, CA 91803-1331**



February 8, 2023

Los Angeles County Public Works  
Business Relations and Contracts Division - 8th Floor  
Attention: Ms. Jessica Dunn  
900 South Fremont Ave.  
Alhambra, CA 91803-1331

Dear Ms. Dunn:

Arakelian Enterprises, Inc., dba Athens Services, is pleased to submit this bid to provide Street Sweeping Services for the area of South Whittier (BRC0000409). We have conducted a thorough review of the invitation for bid and are submitting a bid that complies with the requirements set forth in the RFSQ (2015-SQPA004), addenda, and the IFB document.

Athens is committed to providing the most cost-effective service using existing routes and personnel, local infrastructure, and vehicles. Athens is offering very competitive rates to the County.

Equipped with a fleet of more than 50 street sweepers, Athens has the capability to provide support, backup, or additional resources to the County if the need arises.

The Board of Directors of Athens authorizes me in my capacity as Executive Vice President to transmit and sign the bid, negotiate a contract with the County, and execute any agreements, assurances, and other documents related to this bid and any subsequently awarded contract. My signature with this letter serves as a consignment, in good faith, to the IFB selection process, with no intent by Athens to withdraw the bid.

As a street sweeping service provider since 1987, Athens strives to deliver dependable and high-quality service at the most value to the County, residents, and communities. On behalf of Athens, I am pleased to submit this bid and look forward to providing the best street sweeping service available to the County area of South Whittier.

Sincerely,



Gary Clifford  
Executive Vice President  
Athens Services  
(626) 934-4619  
14048 E. Valley Blvd.  
City of Industry, CA 91746

**Refer to EXHIBIT A.2 for PW-2.1 through PW-2.5, Schedule of Prices**

**Refer to EXHIBIT A.3 for LW-8.1 through LW-8.4, Staffing Plan and Cost Methodology**

## Not Applicable

(SUPPLEMENTAL) FORM PW-9.1

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

- I. **INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

- ☐ **DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

**(SUPPLEMENTAL) FORM PW-9.1**

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

FIRM NAME: Arakelian Enterprises, Inc. dba Athens Services

My County (WebVen) Vendor Number: 508574

- 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.

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
<b>Total Number of Employees</b> (including owners): 2083						
<b>Race/Ethnic Composition of Firm.</b> 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		37	6
Hispanic/Latino			122	31	1531	220
Asian or Pacific Islander			2	2	4	8
American Indian						
Filipino			1		10	
White	4	1	42	12	77	16

- 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	%	%	%	%	%	99 %
Women	%	%	%	%	%	1 %

- 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	Disadvantaged	Disabled Veteran	Expiration Date

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

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

Authorized Signature:		Title:	Executive Vice President	Date:	Feb. 8, 2023
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## GAIN and GROW EMPLOYMENT COMMITMENT

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

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

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

A. Proposer has a proven record of hiring GAIN/GROW participants.


\_\_\_\_\_ YES (subject to verification by County)   X   NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

  X   YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO   X   N/A (Program not available)

Signature		Title	Executive Vice President	
Firm Name	Arakelian Enterprises, Inc. dba Athens		Date	Feb. 8, 2023

Not Applicable

(SUPPLEMENTAL) FORM PW-11.1

## TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***Proposers requesting a Solicitation Requirements Review must submit this form to the County within ten business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.  
*(Attach supporting documentation)*

Request submitted by:

\_\_\_\_\_  
*(Name)* *(Title)*

### ***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

**ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION**


Company Name: Arakelian Enterprises, Inc., dba Athens Services		
Company Address: 114048 Valley Blvd.		
City: City of Industry	State: California	Zip Code: 91746
Telephone Number: (626) 336-3636	Email Address: gclifford@athensservices.com	
Solicitation/Contract for <u>Street Sweeping for the Area SOUTH WHITTIER (BRC0000409)</u> Services		

**PROPOSER CERTIFICATION**

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

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Gary Clifford	Title Executive Vice President
Signature: 	Date: Feb. 8, 2023

**BIDDER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE IFB FOR  
STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER  
(BRC0000409)**

**BIDDER MUST CHECK A BOX IN EVERY SECTION**

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

**At the time of bid submission, Bidder must meet the following minimum requirement:**

1. The Bidder or its managing employee must have a minimum of 3 years of experience performing street sweeping services.

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

<b>Bidder or Bidder's Managing Employee's Name</b>	<b>Dates of Experience (Mo/Yrs. to Mo/Yrs.)</b>	<b>Description of Services/Experiences</b>
Arakelian Enterprises, Inc. dba Athens Services	1958	Athens Services launched its street sweeping service in 1987 with one city, and currently provides such service to 25 communities.
	Current	

☐ No. Bidder or its managing employee does not meet the experience requirement stated above.

2. Bidder is included in the Qualified Contractor List resulting from the RFSQ for Street Sweeping Services (2015-SQPA004).

☒ Yes. Bidder is included in the Qualified Contractor List resulting from the RFSQ for Street Sweeping Services (2015-SQPA004).

☐ No. Bidder is not included in the Qualified Contractor List resulting from the RFSQ for Street Sweeping Services (2015-SQPA004). **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

**BIDDER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE IFB FOR  
STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER  
(BRC0000409)**

3. Bidder performing prevailing wage work, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**


- ☒ Yes. Bidder, performing prevailing wage work has submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5

Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates
Arakelian Enterprises, Inc.	1000019702	7/1/2022	6/30/2023

\*List the page number in the bid containing the copies of Bidder's State of California Department of Industrial Relations Public Works Contractor Registration. (Please attach additional pages, if needed.)

- ☐ No. Bidder has NOT submitted proof of a valid and active State of California Department of Industrial relations Public Works Contractor Registration. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

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

Signature		Title	Executive Vice President
Firm Name	Arakelian Enterprises, Inc. dba Athens Services	Date	Feb. 8, 2023

Contractor Information	Registration History																
<b>Legal Entity Name</b> ARAKELIAN ENTERPRISES INC <b>Legal Entity Type</b> Corporation <b>Status</b> Active <b>Registration Number</b> 1000019702 <b>Registration effective date</b> 07/01/22 <b>Registration expiration date</b> 06/30/23 <b>Mailing Address</b> PO Box 91918 City of Industry 91715 CA United States of Ame... <b>Physical Address</b> 14048 Valley Blvd City of Industry 91746 CA United States of ... <b>Email Address</b> ereuter@athensservices.com <b>Trade Name/DBA</b> ATHENS SERVICES <b>License Number (s)</b> CSLB:978599	<table border="1"> <thead> <tr> <th>Effective Date</th> <th>Expiration Date</th> </tr> </thead> <tbody> <tr> <td>05/07/18</td> <td>06/30/18</td> </tr> <tr> <td>07/01/15</td> <td>06/30/16</td> </tr> <tr> <td>04/20/15</td> <td>06/30/15</td> </tr> <tr> <td>04/30/19</td> <td>06/30/20</td> </tr> <tr> <td>07/01/20</td> <td>06/30/21</td> </tr> <tr> <td>07/01/21</td> <td>06/30/22</td> </tr> <tr> <td>07/01/22</td> <td>06/30/23</td> </tr> </tbody> </table>	Effective Date	Expiration Date	05/07/18	06/30/18	07/01/15	06/30/16	04/20/15	06/30/15	04/30/19	06/30/20	07/01/20	06/30/21	07/01/21	06/30/22	07/01/22	06/30/23
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04/30/19	06/30/20																
07/01/20	06/30/21																
07/01/21	06/30/22																
07/01/22	06/30/23																

Legal Entity Information	
<b>Corporation Entity Number:</b>	C1494158
<b>Federal Employment Identification Number:</b>	954313271
<b>President Name:</b>	Cord Laule
<b>Vice President Name:</b>	Gary Clifford
<b>Treasurer Name:</b>	
<b>Secretary Name:</b>	
<b>CEO Name:</b>	
 <u>Agency for Service:</u>	
<b>Agent of Service Name:</b>	Michael Pompay
<b>Agent of Service Mailing Address:</b>	14048 Valley Blvd City of Industry 91746 CA United States of America

Worker's Compensation										
<b>Do you lease employees through Professional Employer Organization (PEO)?:</b>	No									
<b>Please provide your current worker's compensation insurance information below:</b>										
<table border="1"> <thead> <tr> <th>PEO</th> <th>PEO</th> <th>PEO</th> </tr> <tr> <th>PEO InformationName</th> <th>Phone</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	PEO	PEO	PEO	PEO InformationName	Phone	Email				
PEO	PEO	PEO								
PEO InformationName	Phone	Email								
Insured by Carrier										
<b>Policy Holder Name:</b>	Arakelian Enterprises Inc.									
<b>Insurance Carrier:</b>	XL Insurance America, Inc.									
<b>Policy Number:</b>	RWD500042608									
<b>Inception date:</b>	03/01/22									
<b>Expiration Date:</b>	03/01/23									



**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION**


Company Name: Arakelian Enterprises, Inc. dba Athens Services		
Company Address: 14048 Valley Blvd.		
City: City of Industry	State: California	Zip Code: 91746
Telephone Number: (626) 336-3636	Email Address: gclifford@athensservices.com	
Solicitation/Contract for <u>Street Sweeping for the Area of SOUTH WHITTIER (BRC0000409) Services</u>		

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Gary Clifford	Title Executive Vice President
Signature: 	Date: Feb. 8, 2023

**COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE**

**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)**

I, Gary Clifford, on behalf of Arakelian Enterprises, Inc. dba Athens Services,  
(the "Contractor"), certify that on County Contract:

Contract Number:	BRC0000409
Contract Name:	Street Sweeping Services for the Area of SOUTH WHITTIER

☐ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.

☒ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:


\*Contractor Personnel includes subcontractors at all tiers.

Contractor will be hiring new personnel and moving existing personnel once an award

has been made. Once selected, Contractor will provide the County with a list of those

employees who have been granted a valid medical or religious exemption.

**I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.**

Company/Contractor Name: Arakelian Enterprises, Inc. dba Athens Services	
Print Name: Gary Clifford	Title Executive Vice President
Signature: 	Date: Feb. 8, 2023

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

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 a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.20 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- or part-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 Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized

industry standard and is approved as such by the Chief Executive Officer.

- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business. (Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.30      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.)

**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 rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
  2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
  3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
  4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
  5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments. (Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: 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 Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written

instructions on the implementation and ongoing 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 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive 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. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.60      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.)

#### **2.201.70      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 contract; 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.)

## **2.201.80      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, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: 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. (Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: 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.)

Not Applicable

(SUPPLEMENTAL) FORM LW-2.1

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount		<input type="checkbox"/> Yes <input type="checkbox"/> No

**I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:**

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

\_\_\_\_\_  
\_\_\_\_\_

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

## Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	CPI

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

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

## COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE  
AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

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

The Agent is required to check each of the following two boxes:

## LIVING WAGE ORDINANCE:

☒ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

## CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

## LABOR LAW/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 an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**

\* ☒ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this 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 three (3) 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 three (3) years of the date of the proposal that the Firm committed a Labor Law/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 (10) years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (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) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury

California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature		Print Name and Title	Gary Clifford, Executive Vice President
Print Name of Firm	Arakelian Enterprises, Inc. dba Athens Services		Date
		Feb. 8, 2023	

\* The Company has been named in various complaints and claims relating to an alleged Labor Law/Payroll Violation that involve an incident occurring within three (3) years of the date of this proposal that are considered routine and in the normal course of business. In the opinion of management and our advisors, the resolution of any of the matters currently pending will not have a material adverse impact on the Company's financial position, operations or ability to perform.

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

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from July 1, 2022, and will end June 30, 2023, which covers two different rates of Living Wage.

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

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

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

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

For example, contractor's term cover from July 1, 2022, to December 31, 2022, the Living Wage rate is \$17.14 and from January 1, 2023, to June 30, 2023, the Living Wage rate is \$17.14+CPI; therefore, the Contractor's LW-8 for this period must be \$17.14+CPI or higher or Contractor's LW-8 clearly shows the two rates during those periods.

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

**Refer to EXHIBIT A.2 for PW-2.1 through PW-2.5, Schedule of Prices**

**Refer to EXHIBIT A.3 for LW-8.1 through LW-8.4, Staffing Plan and Cost Methodology**

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR STREET SWEEPING  
SERVICES FOR THE UNINCORPORATED COUNTY AREA OF SOUTH WHITTIER**

**SELECTED FIRMS**

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
Arakelian Enterprises, Inc. dba Athens Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**NON-SELECTED FIRMS**

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
CleanStreet, LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR STREET SWEEPING  
SERVICES FOR THE UNINCORPORATED COUNTY AREA OF SOUTH WHITTIER

<b>FIRM INFORMATION*</b>	Arakelian Enterprises, Inc. dba Athens Services	CleanStreet, LLC
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<b>BUSINESS STRUCTURE</b>	Corporation	Limited Liability Corporation
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CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP	
OWNERS/PARTNERS	Black/African American	0	0
	Hispanic/Latino	0	0
	Asian or Pacific Islander	0	0
	Native American	0	0
	Subcontinent Asian	0	0
	White	5	1
	Female (included above)	1	0
	NUMBER		
	Black/African American	4	0
	Hispanic/Latino	153	1
MANAGER	Asian or Pacific Islander	4	1
	Native American	0	0
	Subcontinent Asian	1	0
	White	54	3
	Female (included above)	45	0
	Black/African American	43	10
	Hispanic/Latino	1751	133
	Asian or Pacific Islander	12	0
	Native American	0	0
	Subcontinent Asian	10	0
STAFF	White	93	12
	Female (included above)	250	11
	Total No. of Employees	2,130	160

<b>COUNTY CERTIFICATION</b>	
CBE	N/A
LSBE	N/A
<b>OTHER CERTIFYING AGENCY</b>	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**ENCLOSURE C****Bid Detail Information**

**Bid Number :** PW-ASD944  
**Bid Title :** RFSQ for Street Sweeping Services  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** STREET SWEEPING SERVICES  
**Open Date :** 3/19/2015  
**Closing Date :** Continuous  
**Bid Amount :** \$ 0  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications (SOQ) for the contract Street Sweeping Services (2015-SQPA004). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when Public Works anticipates the need for street sweeping services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Angela Cho at (626) 458 4169 or [acho@dpw.lacounty.gov](mailto:acho@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

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

Once the need to utilize the contractor's services is identified, Public Works will send out a Bid Request to all qualified contractors with a specific work description, price sheets, and additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to the established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

A Proposers' Conference will be held on Tuesday, March 31, 2015, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

Please note that the Qualified Contractors List as determined in this solicitation may be utilized by other County departments and/or special districts of the County for their solicitation needs.

This RFSQ process may take several weeks to process before a Qualified Contractors List is made. Therefore, it is imperative that Proposers return all SOQ material no later than April 14, 2015, at 5:30 p.m.

Proposer's who miss this deadline may not submit proposals until November 2, 2015. SOQ received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works time stamp.

**Contact Name :** Angela Cho  
**Contact Phone# :** (626) 458-4169  
**Contact Email :** [acho@dpw.lacounty.gov](mailto:acho@dpw.lacounty.gov)  
**Last Changed On :** 3/19/2015 6:57:56 AM

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