COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
"To Enrich Lives Through Effective and Caring Service"

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

MARK PESTRELLA, Director

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

IN REPLY PLEASE
REFER TO FILE

October 20, 2026

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:

SERVICE CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA
(SUPERVISORIAL DISTRICT 4)
(3-VOTES)

SUBJECT

Public Works is seeking Board approval to award a Proposition A service contract to SCA of CA, LLC, for street sweeping services in the unincorporated community of West 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.

2. Find that these services can be more economically performed by an independent contractor than by County employees.

3. Award and authorize the Chair to execute the contract with SCA of CA, LLC, for street sweeping services in the West Whittier area. The contract will have an initial term of 1 year, with six additional 1-year renewal options and a month-to-month extension of up to 6 months, for a maximum potential contract term of 90 months and a maximum potential contract sum of $4,208,992.

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, SCA of CA, LLC, has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to the contract to incorporate necessary changes within the scope of work; and to suspend and/or terminate the contract for convenience 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 increase the annual 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, in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award a service contract to SCA of CA, LLC, for street sweeping services to maintain streets, alleys, and curbed medians within the unincorporated community of West Whittier. The work will consist of sweeping 100 curb miles and 15 paved alley miles weekly, which provide significant health and environmental benefits by removing dirt, debris, and pollutants from County maintained roadways, alleys, and waterways. Residents and roadway users in West Whittier will benefit from these services, which help reduce roadside debris and pollutants from entering the storm drain system, supporting a cleaner, safer, and healthier environment for the unincorporated community.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iv, Environmental Justice, by contracting with a contractor that has specialized expertise to provide these services in a timely and responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract amounts are based on Public Works' estimated annual utilization of the contractor's services at the quoted unit rates. The sums for each term of the maximum contract period, if all optional renewal periods are exercised, are as follows:

Initial term is $421,144.
First option term is $433,777.
Second option term is $446,772.
Third option term is $460,179.
Fourth option term is $474,005.
Fifth option term is $488,251.
Sixth and final option term is $502,915.
Month-to-month extension period (up to 6 months) is $251,458.

The maximum potential contract sum is $4,208,992 for the maximum potential contract term of 90 months. This amount includes disposal and fuel cost adjustments in accordance with the contract and up to 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract. The County may also authorize an extension of time, not to exceed 180 days, with no additional funding.

Funding for these services is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2026-27 Budget. Funds to finance the contract's option years and 10 percent additional contingency funding will be requested through the annual budget process. The total annual expenditure for this service will not exceed the contract's maximum sum as approved by the Board.

The contract's initial term is for 1 year, commencing on November 1, 2026, or upon final execution by the Board, whichever occurs last.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved the recommended contract as to form, which has been executed by SCA of CA, LLC (Enclosure A). The recommended contract was solicited on an open-competitive basis and complies with applicable Federal, State, and County requirements.

A standard service contract was used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B provides the bidder's utilization participation details and Community Business Enterprise information, including identification of minority, women, disadvantaged, disabled veteran, and LGBTQ+ business enterprise status, which were submitted with the bids. Data regarding the bidder's 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 contracting requirements 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 services. The contract complies with all the requirements of the Los Angeles County Code, Section 2.201. In addition, the contractor understands and agrees that the work involves public works as defined by Section 1720 of the California Labor Code and will fully comply with applicable prevailing wage requirements.

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.

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 were posted on the County's "Doing Business with Los Angeles County" website (Enclosure C), the "Do Business with Public Works" website, and X (formerly Twitter), and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, and La Opinión. Public Works also notified all registered Local Small Business Enterprises, Disabled Veteran Business Enterprises, Social Enterprises, Community Business Enterprises, independent contractors, various business development centers, and municipalities. The Statement of Qualifications received were first reviewed to ensure they met the mandatory requirements outlined in the Request for Statement of Qualifications (RFSQ) and were then evaluated by an Evaluation Committee consisting of Public Works staff using the informed averaging methodology for the 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, six Statement of Qualifications received a passing score and were placed on the Qualified Contractors List.

On November 4, 2025, Public Works issued an Invitation for Bids to the four responsive and responsible vendors on the Qualified Contractors List. Public Works also notified the applicable unions (SEIU Local 721 and AFSCME Council 36) of this solicitation.

On December 2, 2025, one bid was received. The bid was initially reviewed for compliance with the minimum requirements of the Invitation for Bids and then evaluated based on the price category. Based on this evaluation, it is recommended that the contract be awarded to the apparent responsive and responsible contractor, SCA of CA, LLC.

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 this service is currently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Road Maintenance Division.

Respectfully submitted,



MARK PESTRELLA, PE
Director

MP:SK:ta

Enclosures

c: Chief Executive Office (Christine Frias, Cynthia Zapata)
County Counsel
Executive Office, Board of Supervisors
Internal Services (Contracts Division)

Agreement



BY AND BETWEEN

LOS ANGELES COUNTY
PUBLIC WORKS

AND

SCA of CA, LLC,

FOR

STREET SWEEPING SERVICES FOR THE
WEST WHITTIER AREA (BRC0000600)

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AGREEMENT FOR
STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, 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 SCA of CA, LLC, a Delaware Limited Liability Company located at 3031 N. Rocky Point Drive West, Tampa FL 33607, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

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 Bid Submission filed with the COUNTY on December 2, 2025, hereby agrees to provide services as described in this Contract for Street Sweeping Services for the West Whittier Area.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Supplemental 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, Fuel Adjustment Prices; Exhibit H.1, Location Map; CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications (RFSQ); Addenda to the RFSQ; the Invitation for Bids (IFB), and Notice to the Bidders of the IFB, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the rates set forth in the Bid and attached hereto as Exhibit A.2, Schedule of Prices Forms PW-2.1 through PW-2.8, an amount not to exceed the maximum potential contract sum of $4,208,992 for the entire contract period, or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is $421,144; the sum for the first optional term is $433,777; the sum for the second optional term is $446,772; the sum for the third optional term is $460,179; the sum for the fourth optional term is $474,005; the sum for the fifth optional term is $488,251; the sum for the sixth and final optional term is $502,915; and a month-to-month extension up to 6 months at the PW-2.7 rates for $251,458.

FOURTH: This Contract's initial term will be for a period of 1 year commencing on November 1, 2026, or upon Board approval whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to six additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 7 years and 6 months. Each such option will 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 10 days prior to the end of each term. At the sole discretion of the

COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will 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 will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the unit rates quoted in Exhibit A.2, Schedule of Prices (Forms PW-2.1 through PW-2.8).

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, Preference Program Payment Liaison and Prompt Payment Program. Each invoice must be in triplicate (original and two copies) and must itemize the work completed. The invoices must 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 will 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 must 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 must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

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

ELEVENTH: The Director may adjust five percent of the hourly rate of compensation set forth in Form PW-2.1 through PW-2.8 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm or other County-approved website for Liquid Propane Gas using West Coast (PADD 5) "Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price_report.html or other County-approved website for Compressed Natural Gas Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive annual interval, which will be the effective date for any such fuel adjustment. The percentage change in the fuel price will be obtained using the fuel prices published on the month of the bid submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit G.1. Public Works will be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR must provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR must immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices to a long-term agreement for fuel purchase

TWELFTH: The CONTRACTOR may request an annual adjustment in the "Curb Miles" and Paved Alley Miles" unit prices set forth in Form PW-2.1 through PW-2.7 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated based on the disposal fee charged after the commencement date of this Contract and the disposal fee charged on this Contract's renewal date(s). Only 5 percent of the "Curb Miles" and Paved Alley Miles" 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 must 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 must 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 bid, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through H, inclusive, the COUNTY'S provisions will control and be binding.

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

FIFTEENTH: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

SIXTEENTH: 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 will 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 will be legal and binding and will 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 will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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

COUNTY OF LOS ANGELES

By _____
Chairwoman, Board of Supervisors

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Steve Watson
Steve Watson
Principal Deputy County Counsel

SCA of CA, LLC

By _____
Its President

Jonathan Sisler
Type/Print Name

By _____
Its Secretary

Patrick Bobo
Type/Print Name

P:\bicc\publ\Service Contracts\CONTRACT\Marissa\Street Sweeping - West Whittier\2025 Rebid\Rebid 2025\05 AWARD\3 Board Letter\Agreement\02 Agreement 10 8.doc

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~~ Ohio
County of Cuyahoga)

On 7/15/2026 before me, Katharine B Trent Beyerle
(insert name and title of the officer)

personally appeared Jonathan Sisler,
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)

NOTARY PUBLIC STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Comm. Expires December 11, 2027

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~~ Ohio
County of Cuyahoga)

On 7/15/2026 before me, Katharine B Trent Beyerle
(insert name and title of the officer)

personally appeared Patrick Bobo,
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)

NOTARY PUBLIC STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Comm. Expires December 11, 2027

SCOPE OF WORK

STREET SWEEPING SERVICES FOR WEST WHITTIER AREA

A. Public Works Contract Manager

Your Public Works Contract Manager for this service will be Mr. Brian Le of our Road Maintenance Division. Mr. Le may be contacted at (562) 869-1176, or via e-mail at ble@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:00 a.m. to 4 p.m.

The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Work locations are as specified in Exhibit H.1, Location Map. Please refer to Exhibit H.1 for a detailed outline of the street sweeping service area boundaries/limits.

C. Work Description

Contractor shall sweep and/or clean once a week all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibits H.1, Location Maps. The word "sweeping" shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than ten (or both gutter brooms are down) feet wide for a total length of 5,280 feet. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass, both brooms down, at a maximum speed of not more than six miles per hour (eight miles per hour in South Whittier) 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 (eight miles per hour in South Whittier).

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 H, 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 H, Standard of Performance, below.

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.

D. Work Schedule

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

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. 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 weekly work.

The County reserves the right to require 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). Contractor shall be responsible for determining when trash pickups are scheduled. Trash pickup schedules for some County areas may be found in the following website: http://ladpw.org/epd/cleanla/default.html.

3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.

4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.

5. Major highways shall not be swept during peak traffic hours.

6. Residential areas, except for streets adjacent to schools, shall not be swept prior to 7 a.m. or after 3:30 p.m.

7. Street sweeping shall be scheduled such that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

E. 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 Contractor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager.

F. Inclement Weather

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

G. Holidays

The Contractor shall not perform sweeping services during the following County observed holidays:

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

H. 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 Contractor to re-sweep the subject areas during the same business day. If the area(s) cannot be re-swept during the same business day by Contractor, the Contract Manager may deduct payment to Contractor in accordance with this Exhibit's paragraph Q, Inspection and Acceptance of the Work

I. Contractor's Sweepers Mandatory Requirements

For all areas, sweepers on this Contract shall have a tail broom and two gutter brooms. No air sweepers shall be allowed on this Contract. The sweeper's quantity and specification utilized in this service shall be stated on the Statement of Equipment Form (Form PW-18).

J. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of Contractor. 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, Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. 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.

K. Utilities/Water

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

L. Storage Facilities

The County will not provide storage facilities for the Contractor.

M. Right of Way

Contractor shall conduct all of its activities and operations within the confines of public roadways. 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, Contractor elects to encroach upon other lands, 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.

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.

N. Authority of Board and Contract Manager

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

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

O. Best Management Practices

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. Contractor shall obtain and

refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the County of Los Angeles Department of Public Works Best Management Practices 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

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

NO.	MATERIAL MANAGEMENT
CD10 (2)	Material Delivery and Storage
CD11 (2)	Material Use
CD12 (2)	Spill Prevention and Control

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

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

NO.	TRAINING
CD40	Employee/Subcontractor Training

NO.	PHYSICAL STABILIZATION
CD26A(2)	Soil Stabilizer/Dust Control

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

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

P. Prosecution of Work

To minimize public inconvenience, Contractor shall diligently prosecute the work in the manner and at the times specified in this Exhibit A.1, Supplemental Scope of Work, and shall at all times comply with the approved sweeping schedule. If, as determined by the Contract Manager, Contractor fails to prosecute the work to the extent that the public may be inconvenienced, Contractor shall, upon orders from the Contract Manager, immediately resume diligent prosecution of the work. All cost of prosecuting the work as described herein shall be included in Contractor's Total Annual Proposed Price.

Should Contractor continue to fail to prosecute the work diligently after orders of the Contract Manager to do so, the Contract Manager may suspend the work in

whole or in part until such time as the Contract Manager, in his or her sole discretion, determines that Contractor will resume diligent prosecution of the work. All expenses and losses incurred by Contractor as a result of such suspensions shall be borne by Contractor.

Q. Inspection and Acceptance of the Work

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

R. Suspension of Work

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

S. Noncompliance with Plans and Specifications

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

T. Contractor's Equipment Compliance with Laws and Regulations

1. Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, Contractor's equipment shall, at all times, be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.

2. The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Contract Manager or a designee may inspect 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, 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. 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. 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, Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph H, Standard of Performance.

5. Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. Contractor shall provide backup sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an

area requires re-sweeping, or to provide any additional re-sweeping directed by the Contract Manager. All equipment shall be clearly marked with Contractor's name and vehicle number. Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.

6. The sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. 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, Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, Contractor shall provide software for installation on two Public Works computers.

3. The accounts shall be set up so that only Public Works and Contractor can view Public Works data.

4. 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 (eight miles per hour in South Whittier) and brooms are down.

b. One hour or more of non-movement 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 Work's request.

V. Reports

In addition to other data filed with the County by Contractor, 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 paragraph 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, Contractor shall designate, in writing, a County-approved representative who shall have complete authority to act for it. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of 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 Contractor or its representative.

In order to communicate with the County, 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

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

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

It is recommended that Contractor's Quality Control representatives be separate and distinct from 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, 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 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 Contractor's Quality Control function.

Z. Plans and Specifications

Included as part of this Contract is Exhibits H.1, Location Maps, showing the locations of streets and alleys included in this service area.

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

While it is believed that much of the information pertaining to conditions, which may affect the cost of the work, will be shown on the Plans or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. 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. Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Contract Manager.

AA. Additional Sweeping

Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the Contract Manager. Contractor will be compensated for each additional sweeping at the Contract's Unit Price per Curb Mile or Paved Alley Mile, as appropriate. The method of payment will be determined by the 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 H, Standard of Performance.

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

Notwithstanding the above, the County has the option on additional sweeps to compensate 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 Contractor shall be equal to four times the Contract's Unit Price per Curb Mile. Minimum payment will be equivalent to payment for 16 Curb Miles.

BB. Changes Resulting from Schedule Disruption

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

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

In the event Contractor is prevented from completing the sweeping as provided in the approved schedule because of reasons other than inclement weather or holidays, 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 weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Location Maps (Exhibits H.1). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

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

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

DD. City Incorporation

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

EE. Changed Conditions

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, Schedule of Prices.

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

FF. Communications and Public Relations

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 Contractor's commonly known name. All public complaints

concerning street sweeping shall be investigated by Contractor. Complaints brought to Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to 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 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. 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 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

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

II. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with Contractor's Injury and Illness Prevention Program and Code of Safe Practices. 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 Contractor is in compliance.

JJ. 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 $500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

4. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between Exhibit A.1, Supplemental Scope of Work, Section JJ, Liquidated Damages, and Exhibit F.1, Performance Requirements Summary, the higher service level in the judgment of Public Works will prevail.

KK. 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 contain 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 CM 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://sam.gov/content/home.

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 CM will notify the Contractor of their negative standing in the SAM. The CM 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 must notify the CM 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.

The Contractor is required to verify that its Subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its Subcontractors

FORM PW-2.1
INITIAL TERM

SCHEDULE OF PRICES
FOR
STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA (BRC0000600)

The undersigned Bidder offers to perform the work described in the IFB for the following price(s). The Bidder's 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.

In formulating your bid price please note the following:

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.[1]

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.[2]

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.[3]

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets[1]	CURB MILES (CM)[2]	5,750	$ 60.00	$ 345,000.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)[3]	617	$ 123.41	$ 76,143.97
				TOTAL ANNUAL PROPOSED PRICE: (sum of subtotals from Items 1 and 2 above)	$ 421,143.97

Note: Bids containing any Total Annual Proposed Price which exceeds $980,000 for any term shall not be considered.

By submission of this Bid, Bidder 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.

LEGAL NAME OF BIDDER	DATE
SCA of CA, LLC	11-26-2025
NAME OF PERSON AUTHORIZED TO SUBMIT BID	TITLE OF AUTHORIZED PERSON
Patrick Bobo	Secretary

FORM PW-2.2
OPTION TERM 1

SCHEDULE OF PRICES
FOR
STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA (BRC0000600)

The undersigned Bidder offers to perform the work described in the IFB for the following price(s). The Bidder's 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.

In formulating your bid price please note the following:

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.[1]

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.[2]

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.[3]

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets[1]	CURB MILES (CM)[2]	5,750	$ 61.80	$ 355,350.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)[3]	617	$ 127.11	$ 78,426.87
			TOTAL ANNUAL PROPOSED PRICE: (sum of subtotals from Items 1 and 2 above)		$ 433,776.87

Note: Bids containing any Total Annual Proposed Price which exceeds $980,000 for any term shall not be considered.

By submission of this Bid, Bidder 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.

LEGAL NAME OF BIDDER	DATE
SCA of CA, LLC	11-26-2025
NAME OF PERSON AUTHORIZED TO SUBMIT BID	TITLE OF AUTHORIZED PERSON
Patrick Bobo	Secretary

FORM PW-2.3
OPTION TERM 2

SCHEDULE OF PRICES
FOR
STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA (BRC0000600)

The undersigned Bidder offers to perform the work described in the IFB for the following price(s). The Bidder's 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.

In formulating your bid price please note the following:

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.[1]

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.[2]

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.[3]

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets[1]	CURB MILES (CM)[2]	5,750	$ 63.65	$ 365,987.50
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)[3]	617	$ 130.93	$ 80,783.81
			TOTAL ANNUAL PROPOSED PRICE: (sum of subtotals from Items 1 and 2 above)		$ 446,771.31

Note: Bids containing any Total Annual Proposed Price which exceeds $980,000 for any term shall not be considered.

By submission of this Bid, Bidder 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.

LEGAL NAME OF BIDDER	DATE
SCA of CA, LLC	Bobo 11-26-2025
NAME OF PERSON AUTHORIZED TO SUBMIT BID	TITLE OF AUTHORIZED PERSON
Patrick Bobo	Secretary

FORM PW-2.4
OPTION TERM 3

SCHEDULE OF PRICES
FOR
STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA (BRC0000600)

The undersigned Bidder offers to perform the work described in the IFB for the following price(s). The Bidder's 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.

In formulating your bid price please note the following:

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.[1]

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.[2]

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.[3]

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets[1]	CURB MILES (CM)[2]	5,750	$ 65.56	$ 376,970.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)[3]	617	$ 134.86	$ 83,208.62
			TOTAL ANNUAL PROPOSED PRICE: (sum of subtotals from Items 1 and 2 above)		$ 460,178.62

Note: Bids containing any Total Annual Proposed Price which exceeds $980,000 for any term shall not be considered.

By submission of this Bid, Bidder 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.

LEGAL NAME OF BIDDER	DATE
SCA of CA, LLC	11-26-2025
NAME OF PERSON AUTHORIZED TO SUBMIT BID	TITLE OF AUTHORIZED PERSON
Patrick Bobo	Secretary

FORM PW-2.5
OPTION TERM 4

SCHEDULE OF PRICES
FOR
STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA (BRC0000600)

The undersigned Bidder offers to perform the work described in the IFB for the following price(s). The Bidder's 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.

In formulating your bid price please note the following:

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.[1]

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.[2]

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.[3]

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets[1]	CURB MILES (CM)[2]	5,750	$ 67.53	$ 388,297.50
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)[3]	617	$ 138.91	$ 85,707.47
			TOTAL ANNUAL PROPOSED PRICE: (sum of subtotals from Items 1 and 2 above)		$ 474,004.97

Note: Bids containing any Total Annual Proposed Price which exceeds $980,000 for any term shall not be considered.

By submission of this Bid, Bidder 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.

LEGAL NAME OF BIDDER	DATE
SCA of CA, LLC	11-20-2015
NAME OF PERSON AUTHORIZED TO SUBMIT BID	TITLE OF AUTHORIZED PERSON
Patrick Bobo	Secretary

FORM PW-2.6
OPTION TERM 5

SCHEDULE OF PRICES
FOR
STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA (BRC0000600)

The undersigned Bidder offers to perform the work described in the IFB for the following price(s). The Bidder's 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.

In formulating your bid price please note the following:

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.[1]

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.[2]

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.[3]

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets[1]	CURB MILES (CM)[2]	5,750	$ 69.56	$ 399,970.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)[3]	617	$ 143.08	$ 88,280.36
			TOTAL ANNUAL PROPOSED PRICE: (sum of subtotals from Items 1 and 2 above)		$ 488,250.36

Note: Bids containing any Total Annual Proposed Price which exceeds $980,000 for any term shall not be considered.

By submission of this Bid, Bidder 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.

LEGAL NAME OF BIDDER	DATE
SCA of CA, LLC	11-26-2025
NAME OF PERSON AUTHORIZED TO SUBMIT BID	TITLE OF AUTHORIZED PERSON
Patrick Bobo	Secretary

FORM PW-2.7
OPTION TERM 6

SCHEDULE OF PRICES

FOR

STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA (BRC0000600)

The undersigned Bidder offers to perform the work described in the IFB for the following price(s). The Bidder's 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.

In formulating your bid price please note the following:

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.[1]

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.[2]

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.[3]

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets[1]	CURB MILES (CM)[2]	5,750	$ 71.65	$ 411,987.50
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)[3]	617	$ 147.37	$ 90,927.29
			TOTAL ANNUAL PROPOSED PRICE: (sum of subtotals from Items 1 and 2 above)		$ 502,914.79

Note: Bids containing any Total Annual Proposed Price which exceeds $980,000 for any term shall not be considered.

By submission of this Bid, Bidder 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.

LEGAL NAME OF BIDDER	DATE
SCA of CA, LLC	11-26-2025
NAME OF PERSON AUTHORIZED TO SUBMIT BID	TITLE OF AUTHORIZED PERSON
Patrick Bobo	Secretary

FORM PW-2.8
SUMMARY OF TERMS

SUMMARY SHEET OF SCHEDULE OF PRICES
FOR
STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA (BRC0000600)

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.

NOTE: Bidder must provide pricing for ALL contract terms including the 6th 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.

YEAR	TERMS	ANNUAL PRICE
1	West Whittier Street Sweeping Services (Initial Term)	$ 421,143.97
2	West Whittier Street Sweeping Services (Option Term 1)	$ 433,776.87
3	West Whittier Street Sweeping Services (Option Term 2)	$ 446,771.31
4	West Whittier Street Sweeping Services (Option Term 3)	$ 460,178.62
5	West Whittier Street Sweeping Services (Option Term 4)	$ 474,004.97
6	West Whittier Street Sweeping Services (Option Term 5)	$ 488,250.36
7	West Whittier Street Sweeping Services (Option Term 6)	$ 502,914.79
TOTAL OVERALL PRICE FOR ALL TERMS (YEARS 1 THROUGH 7)		**$** 3,227,040.89
AVERAGE ANNUAL PRICE FOR YEARS 1 THROUGH 7 (TOTAL OVERALL PRICE ÷ 7 YEARS)		**$** 461,005.84

FORM LW-8.1
INITIAL TERM

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: *STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA*

BIDDER:_____

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*				
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$

Comments/Notes:		
	Total Salaries	$
****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES 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.**	(1) Vacations, Sick Leave, Holiday	$
	(2) Health Insurance	$
	(3) Payroll Taxes & Workers' Compensation	$
	(4) Welfare and Pension	$
	Total Employee Benefits (1+2+3+4)	$
	(5) Equipment Costs	$
	(6) Service and Supply Costs	$
	(7) General and Administrative Costs	$
	(8) Profit	$
	Total Other Costs (5+6+7+8)	$
	TOTAL PRICE	$

* 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 bid 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; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

FORM LW-8.2
OPTION TERM 1

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: *STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA*

BIDDER:_____

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*				
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$

Comments/Notes:		
	Total Salaries	$
****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES 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.**	(1) Vacations, Sick Leave, Holiday	$
	(2) Health Insurance	$
	(3) Payroll Taxes & Workers' Compensation	$
	(4) Welfare and Pension	$
	Total Employee Benefits (1+2+3+4)	$
	(5) Equipment Costs	$
	(6) Service and Supply Costs	$
	(7) General and Administrative Costs	$
	(8) Profit	$
	Total Other Costs (5+6+7+8)	$
	TOTAL PRICE	$

* 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 bid 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; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

FORM LW-8.3
OPTION TERM 2

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: *STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA*

BIDDER:_____

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*				
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$

Comments/Notes:		
	Total Salaries	$
****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES 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.**	(1) Vacations, Sick Leave, Holiday	$
	(2) Health Insurance	$
	(3) Payroll Taxes & Workers' Compensation	$
	(4) Welfare and Pension	$
	Total Employee Benefits (1+2+3+4)	$
	(5) Equipment Costs	$
	(6) Service and Supply Costs	$
	(7) General and Administrative Costs	$
	(8) Profit	$
	Total Other Costs (5+6+7+8)	$
	TOTAL PRICE	$

* 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 bid 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; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

FORM LW-8.4
OPTION TERM 3

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: *STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA*

BIDDER:_____

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*				
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$

Comments/Notes:		
	Total Salaries	$
****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES 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.**	(1) Vacations, Sick Leave, Holiday	$
	(2) Health Insurance	$
	(3) Payroll Taxes & Workers' Compensation	$
	(4) Welfare and Pension	$
	Total Employee Benefits (1+2+3+4)	$
	(5) Equipment Costs	$
	(6) Service and Supply Costs	$
	(7) General and Administrative Costs	$
	(8) Profit	$
	Total Other Costs (5+6+7+8)	$
	TOTAL PRICE	$

* 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 bid 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; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

FORM LW-8.5
OPTION TERM 4

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: *STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA*

BIDDER:_____

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*				
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$

Comments/Notes:		
	Total Salaries	$
****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES 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.**	(1) Vacations, Sick Leave, Holiday	$
	(2) Health Insurance	$
	(3) Payroll Taxes & Workers' Compensation	$
	(4) Welfare and Pension	$
	Total Employee Benefits (1+2+3+4)	$
	(5) Equipment Costs	$
	(6) Service and Supply Costs	$
	(7) General and Administrative Costs	$
	(8) Profit	$
	Total Other Costs (5+6+7+8)	$
	TOTAL PRICE	$

* 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 bid 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; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

FORM LW-8.6
OPTION TERM 5

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: *STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA*

BIDDER:_____

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*				
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$

Comments/Notes:		
	Total Salaries	$
****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES 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.**	(1) Vacations, Sick Leave, Holiday	$
	(2) Health Insurance	$
	(3) Payroll Taxes & Workers' Compensation	$
	(4) Welfare and Pension	$
	Total Employee Benefits (1+2+3+4)	$
	(5) Equipment Costs	$
	(6) Service and Supply Costs	$
	(7) General and Administrative Costs	$
	(8) Profit	$
	Total Other Costs (5+6+7+8)	$
	TOTAL PRICE	$

* 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 bid 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; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

FORM LW-8.7
OPTION TERM 6

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: *STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA*

BIDDER:_____

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*				
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$
										$	$

Comments/Notes:		
	Total Salaries	$
****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES 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.**	(1) Vacations, Sick Leave, Holiday	$
	(2) Health Insurance	$
	(3) Payroll Taxes & Workers' Compensation	$
	(4) Welfare and Pension	$
	Total Employee Benefits (1+2+3+4)	$
	(5) Equipment Costs	$
	(6) Service and Supply Costs	$
	(7) General and Administrative Costs	$
	(8) Profit	$
	Total Other Costs (5+6+7+8)	$
	TOTAL PRICE	$

* 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 bid 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; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

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 rate s adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

   a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.

   b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

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

d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. 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. <u>Subcontractors of Contractor</u>

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.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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. 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."

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 2023)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify all employees whose wages for 2023 are less than $63,398 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 5, 2024.

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*. Or you can go to *www.irs.gov/OrderForms* to order it.

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

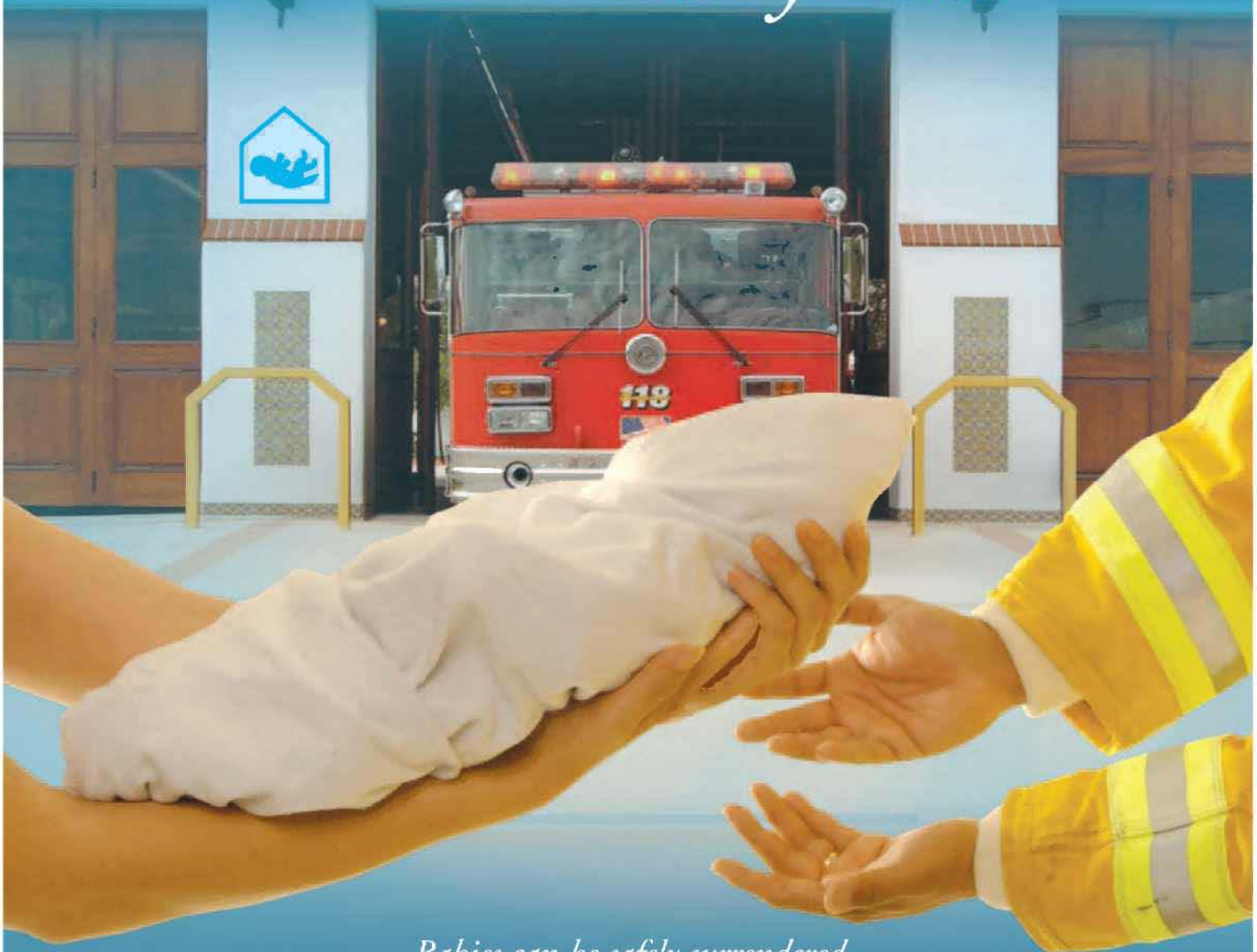
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2023 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 2023 and owes no tax but is eligible for a credit of $800, they must file a 2023 tax return to get the $800 refund.

EXHIBIT D

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

EXHIBIT D

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

www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

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

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In 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.

EXHIBIT D

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

EXHIBIT D

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

EXHIBIT F.1
(Supplemental)

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.1, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H.1 will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H.1, 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
A. SCOPE OF WORK				
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.	☐Yes ☐No ☐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.	☐Yes ☐No ☐N/A	
B. REPORTS/DOCUMENTATIONS				
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.	☐Yes ☐No ☐N/A	
2. Special Reports	Filed within time frame requested.	$50 per day per report that is late or not submitted.	☐Yes ☐No ☐N/A	

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

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.1, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H.1 will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H.1, 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
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	As applicable, prior to the start of the contract and continuation of the contract, the contractor must 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 do not pass or are not certified must be immediately removed.	$100 per employee per day who is not certified as passing the background check; possible suspension; possible termination for default of contract.	☐Yes ☐No ☐N/A	
2. Staffing	Staffing levels are equal or exceed contract requirements.	$50 per occurrence.	☐Yes ☐No ☐N/A	
3. Maintain Knowledge of Safety Requirements	Understands the standards for safe practices related to the work.	$50 per employee, per occurrence in which employee exhibits lack of understanding of standards.	☐Yes ☐No ☐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.1, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H.1 will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H.1, 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
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor must notify the County in writing of any change in name or address of the Project Manager.	$50 per change in Project Manager name or address where County is not notified.	☐Yes ☐No ☐N/A	
2. Respond to Complaints, Requests, and Discrepancies.	Respond within the time frame outlined in the Contract.	$50 per day complaint(s) not responded to within the time frame outlined in the specifications.	☐Yes ☐No ☐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.	☐Yes ☐No ☐N/A	
4. Provide Adequate Supervision and Training	Contract specifications met.	$50 per occurrence; possible suspension.	☐Yes ☐No ☐N/A	
5. Project Safety Official	Project Safety Official who must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	$100 per day in which Safety Official exemplifies failure to enforce Program/Practices.	☐Yes ☐No ☐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.	☐Yes ☐No ☐N/A	
E. CONTRACT ADMINSTRATION				

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

EXHIBIT F.1
(Supplemental)

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.1, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H.1 will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H.1, 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
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.	☐Yes ☐No ☐N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	$200 per occurrence Contractor is warned; possible suspension; possible termination for default of contract.	☐Yes ☐No ☐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.	☐Yes ☐No ☐N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	$100 per day per employee; possible suspension; possible termination for default of contract.	☐Yes ☐No ☐N/A	
5. Assignment and Delegation	Contractor must not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	☐Yes ☐No ☐N/A	

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

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.1, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H.1 will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H.1, 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
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	$200 per occurrence per day; possible suspension.	☐Yes ☐No ☐N/A	

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

Sample Fuel Adjustment Calculation

Following sample data is required to calculate fuel adjustment:
Unit Rate from PW-2, Schedule of Prices: $15.00
Percentage of Unit Rate Attributable to Fuel Costs: 5% (from Agreement)
Proposal due date: November 2007
One year after Contract start date: July 2009

Fuel Adjustment (FA) Component for Diesel price:
Diesel (On-Highway) - November 2007[1] 173.7 cents per Gallon
Diesel (On-Highway) – June 2009[2] 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[1] 173.7 cents per Gallon
Propane (Commercial/Institutional) – April 2009[2] 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[1] 173.7 cents per Gallon
Propane (West Coast) – April 2009[2] 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 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).

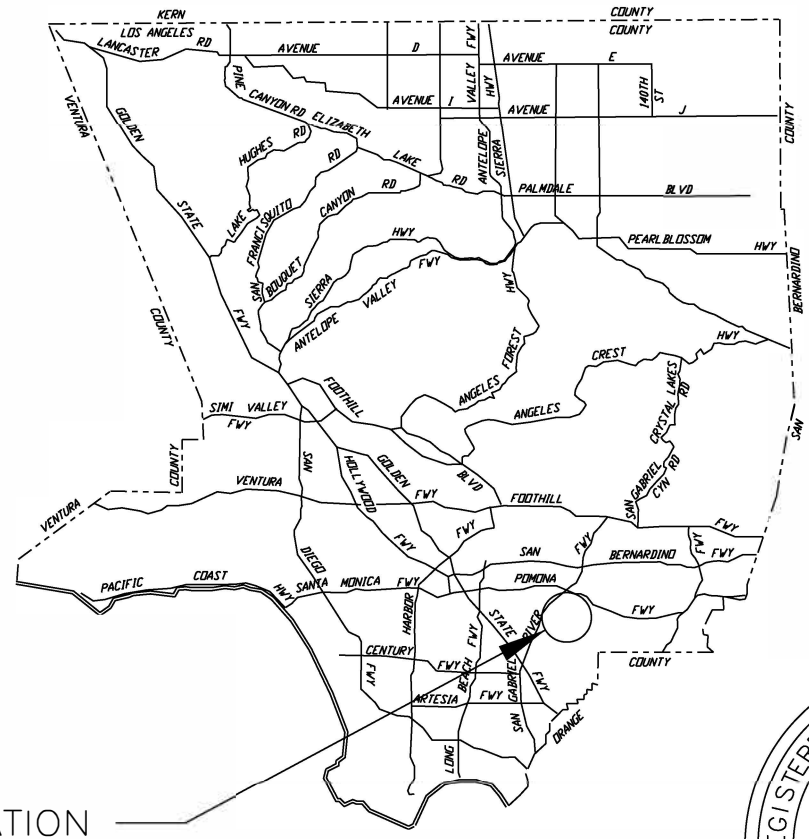
EXHIBIT H.1

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

PRIME CONTRACTOR LICENSE REQUIRED: NONE

STREET SWEEPING SERVICES WEST WHITTIER

TOTAL LENGTH: 110.57 MILES



PROJECT LOCATION

VICINITY MAP

No Scale

REGISTERED PROFESSIONAL ENGINEER
RAMI G. KAKISH
C 91816
EXP. 12/31/2026
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS

SHT	1	Title Sheet
SHTS	2–11	Location Maps
SHTS	12–13	Summary, Alleys & Medians

APPROVED MARK PESTRELLA DIRECTOR OF PUBLIC WORKS

BY _____ DEPUTY DIRECTOR DATE

SUBMITTED

_____ ASST. DEPUTY DIRECTOR–RD.MAINT.DIV. DATE

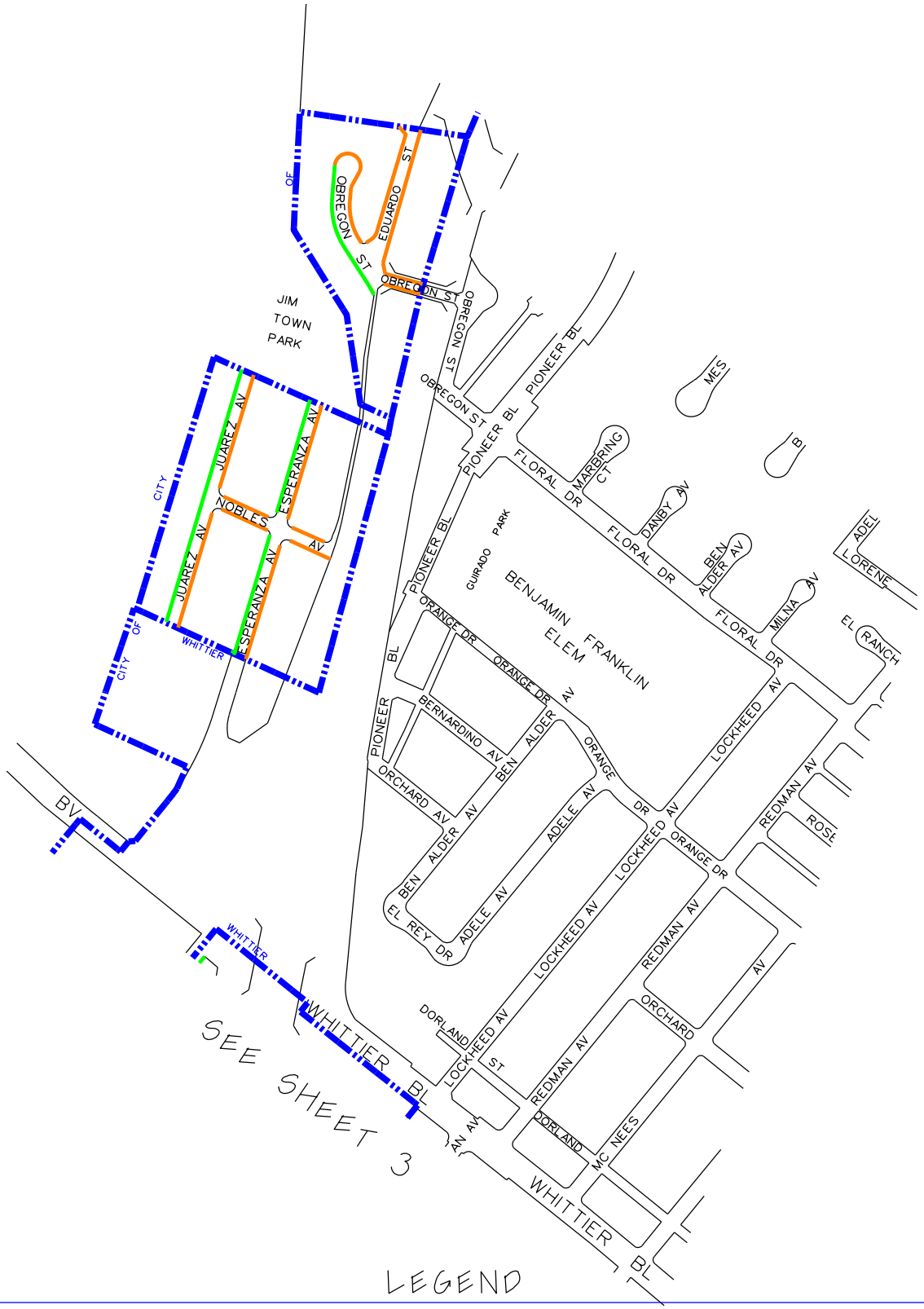
REFERENCES THOMAS GUIDE 676, 677, 706, & 707

ROAD DIVISION 446

REVIEWED

_____ DISTRICT ENGINEER–RD.MAINT.DIST. 4 DATE

PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 13 SHTS.
R. KAKISH	C 91816	B. LE	E. VIDAL	DWG. NO. SWEEP–01



LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - WEST WHITTIER				
PROJECT ENGINEER R. KAKISH C.E. NO. C 91816	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676	WEST WHITTIER AREA	SCALE NONE	SHEET 2 OF 13



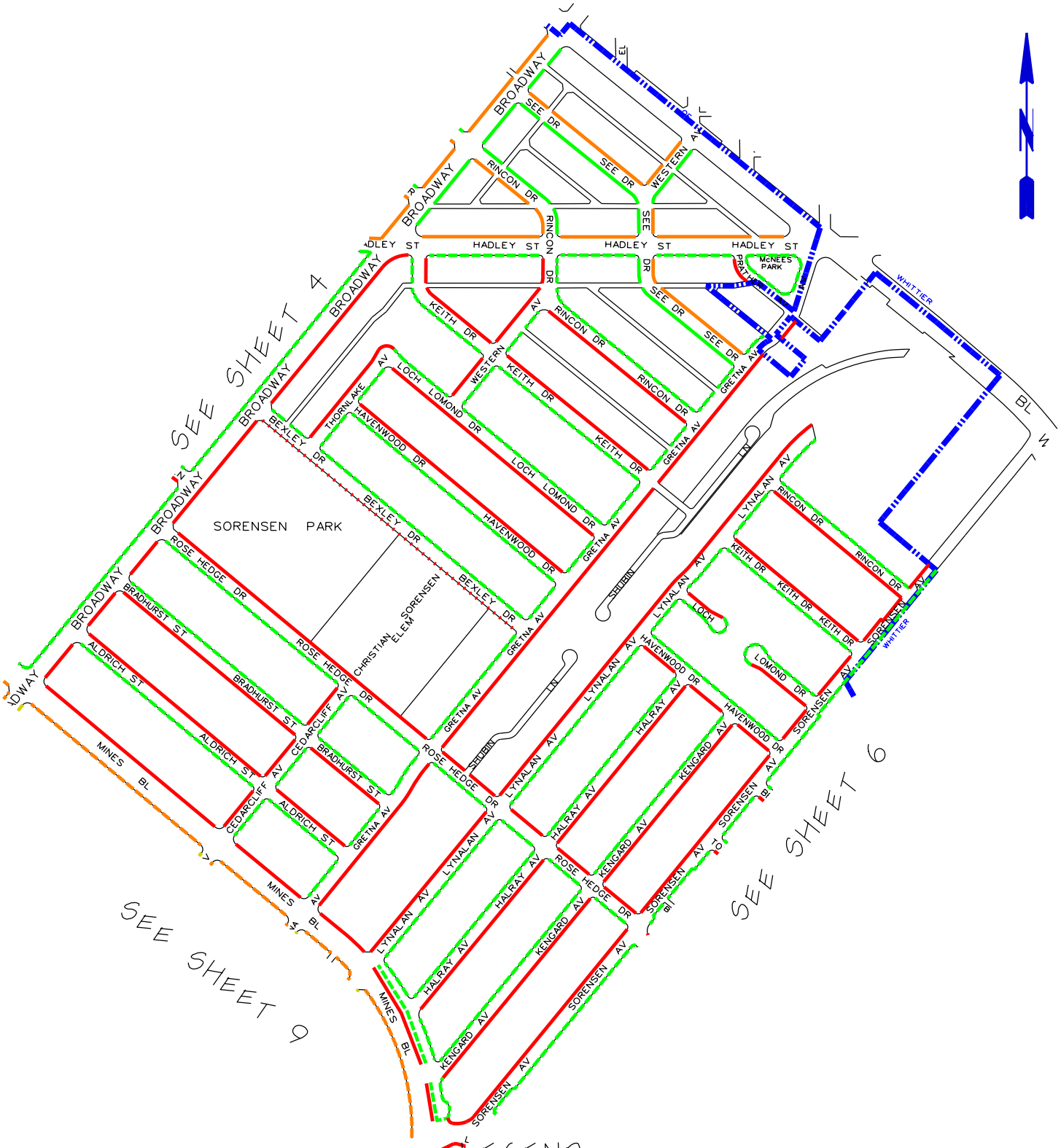
PROJECT NAME	STREET SWEEPING - WEST WHITTIER					
PROJECT ENGINEER R. KAKISH C.E. NO. C 91816	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676	WEST WHITTIER AREA	SCALE NONE	SHEET 3 OF 13	



LEGEND

MONDAY	TUESDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	FRIDAY
5 AM-7 AM	5 AM-7 AM	11 AM-3 PM	8 AM-12 PM	5 AM-8 AM	5 AM-7 AM	11 AM-3 PM
MONDAY	TUESDAY	WEDNESDAY	WEDNESDAY	THURSDAY	FRIDAY	
8 AM-12 PM	5 AM-8 AM	5 AM-7 AM	11 AM-3 PM	8 AM-12 PM	5 AM-8 AM	
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	THURSDAY	FRIDAY	
11 AM-3 PM	8 AM-12 PM	5 AM-8 AM	5 AM-7 AM	11 AM-3 PM	8 AM-12 PM	

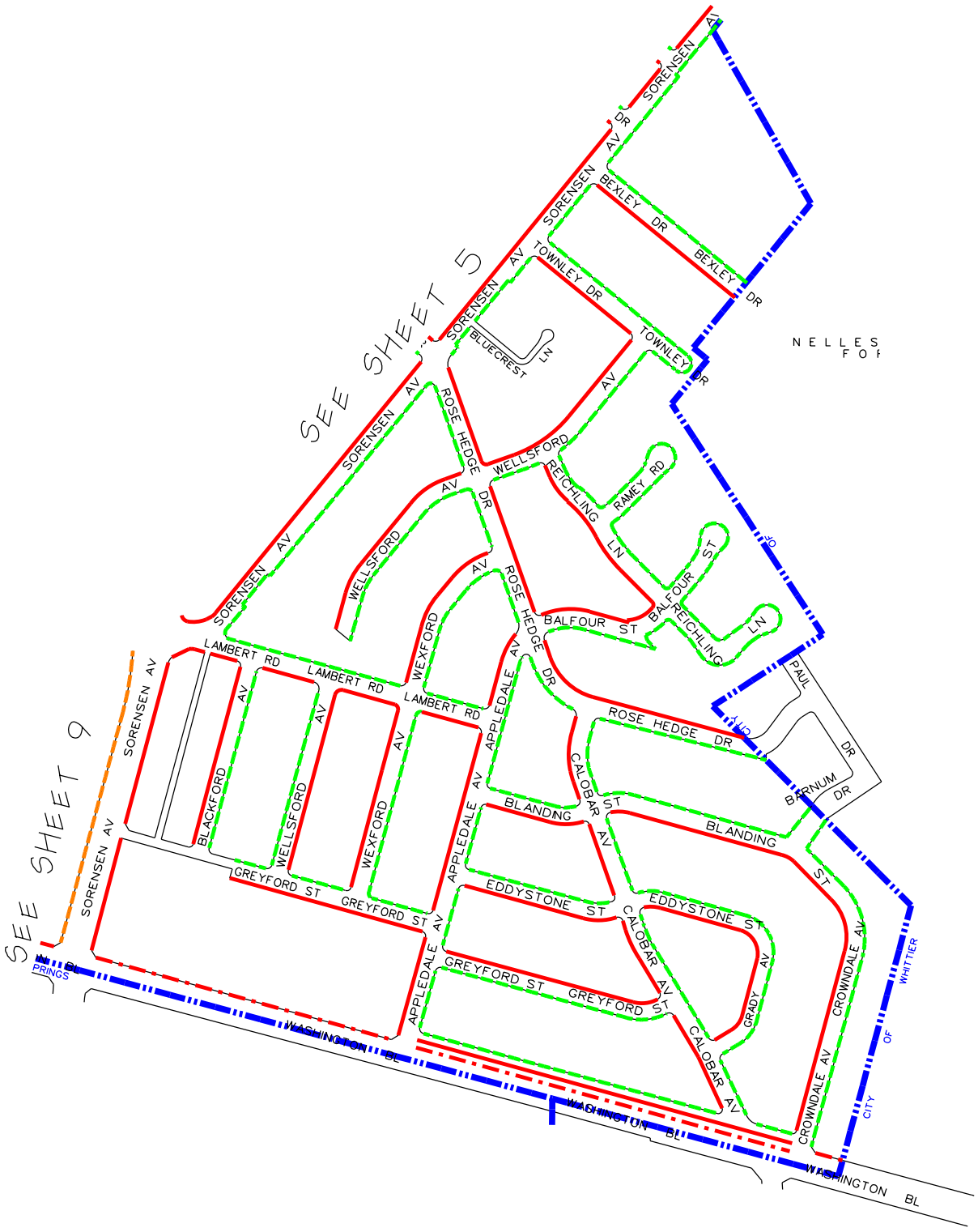
PROJECT NAME	STREET SWEEPING - WEST WHITTIER					
PROJECT ENGINEER R. KAKISH C.E. NO. C 91816	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676 & 677	WEST WHITTIER AREA	SCALE NONE	SHEET 4 OF 13	



LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
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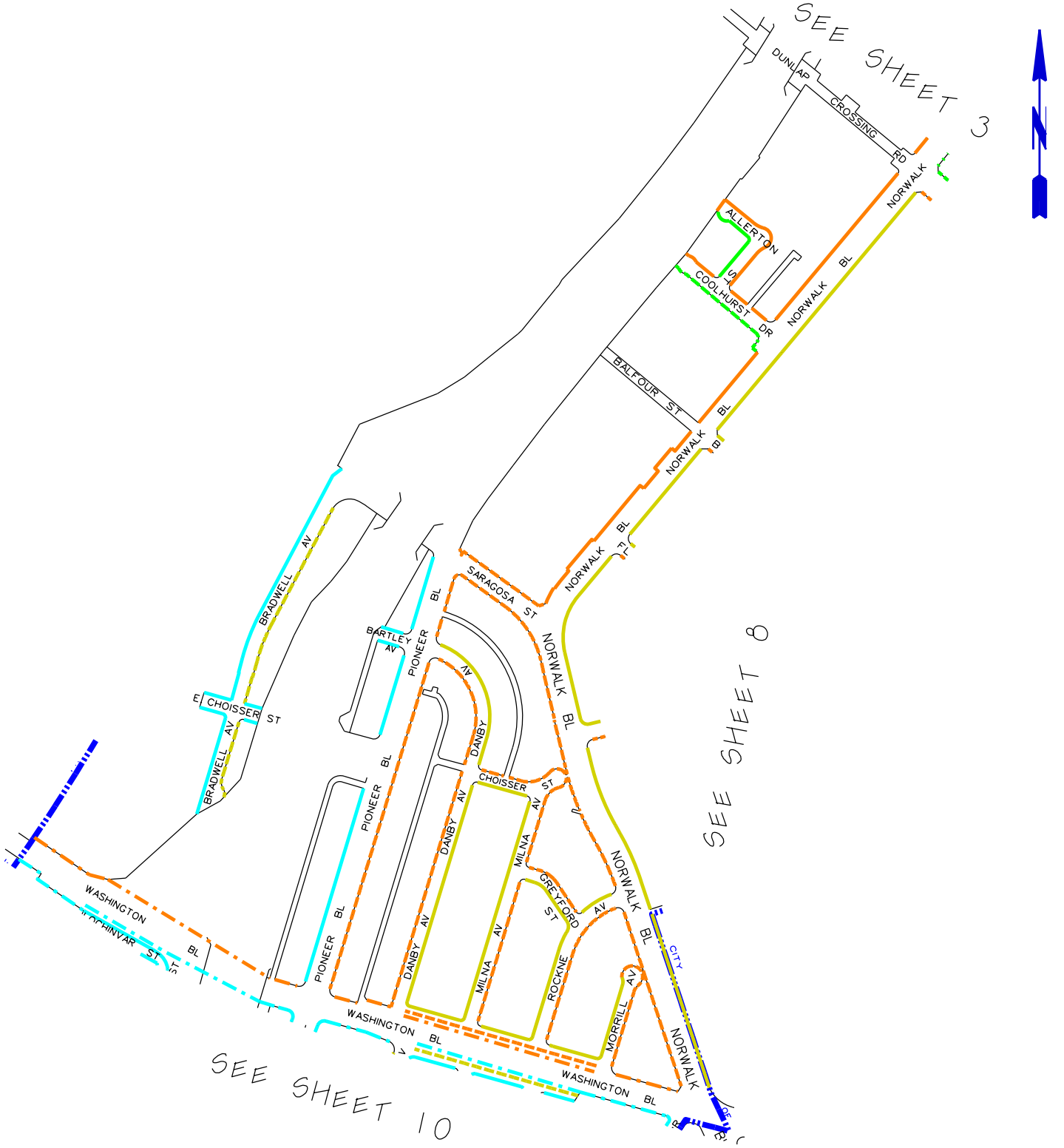
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PROJECT ENGINEER R. KAKISH C.E. NO. C 91816	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676 & 677	WEST WHITTIER AREA	SCALE NONE	SHEET 5 OF 13



LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
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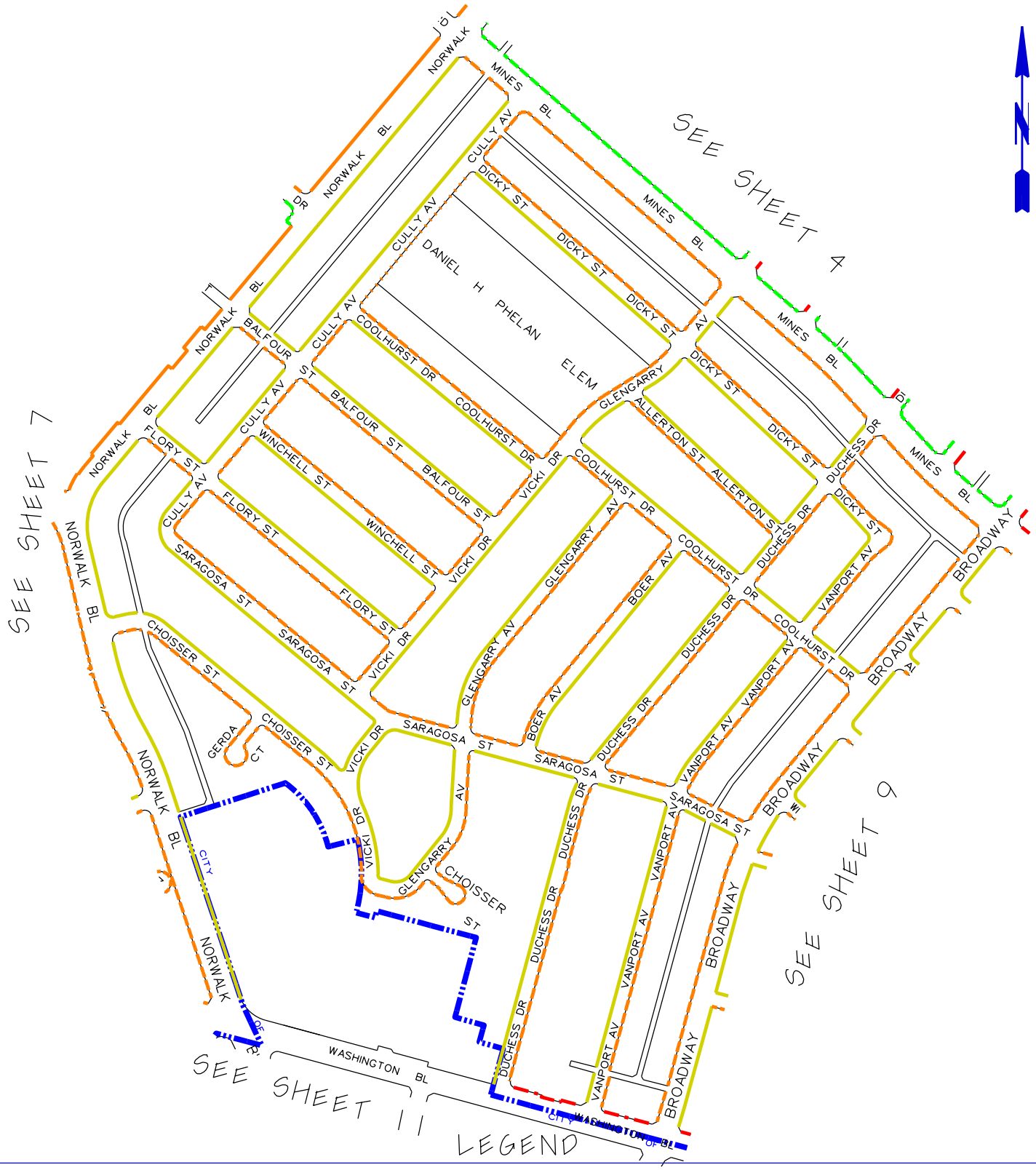
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PROJECT ENGINEER R. KAKISH C.E. NO. C 91816	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 677 & 707	WEST WHITTIER AREA	SCALE NONE	SHEET 6 OF 13	



LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
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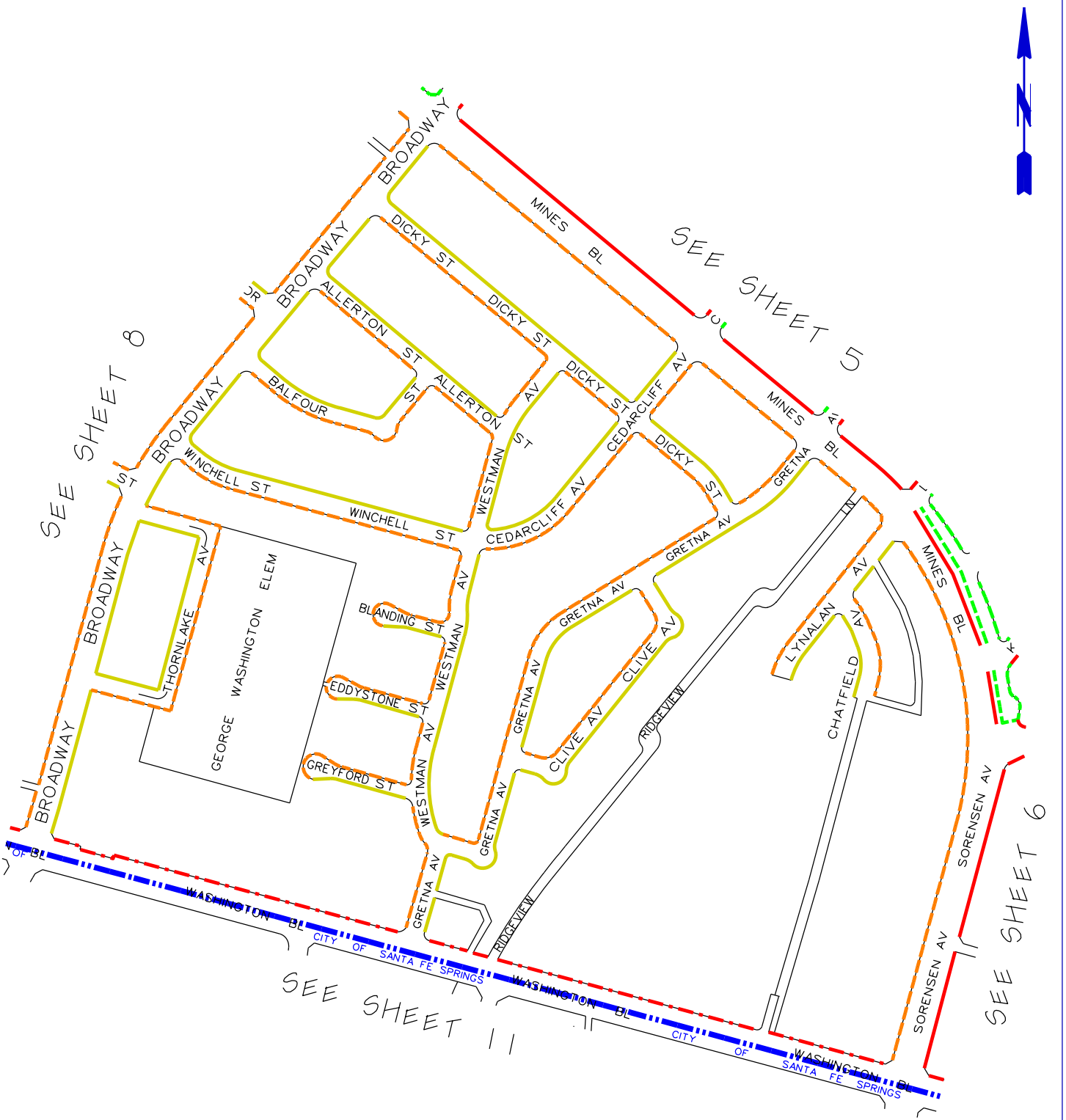
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LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
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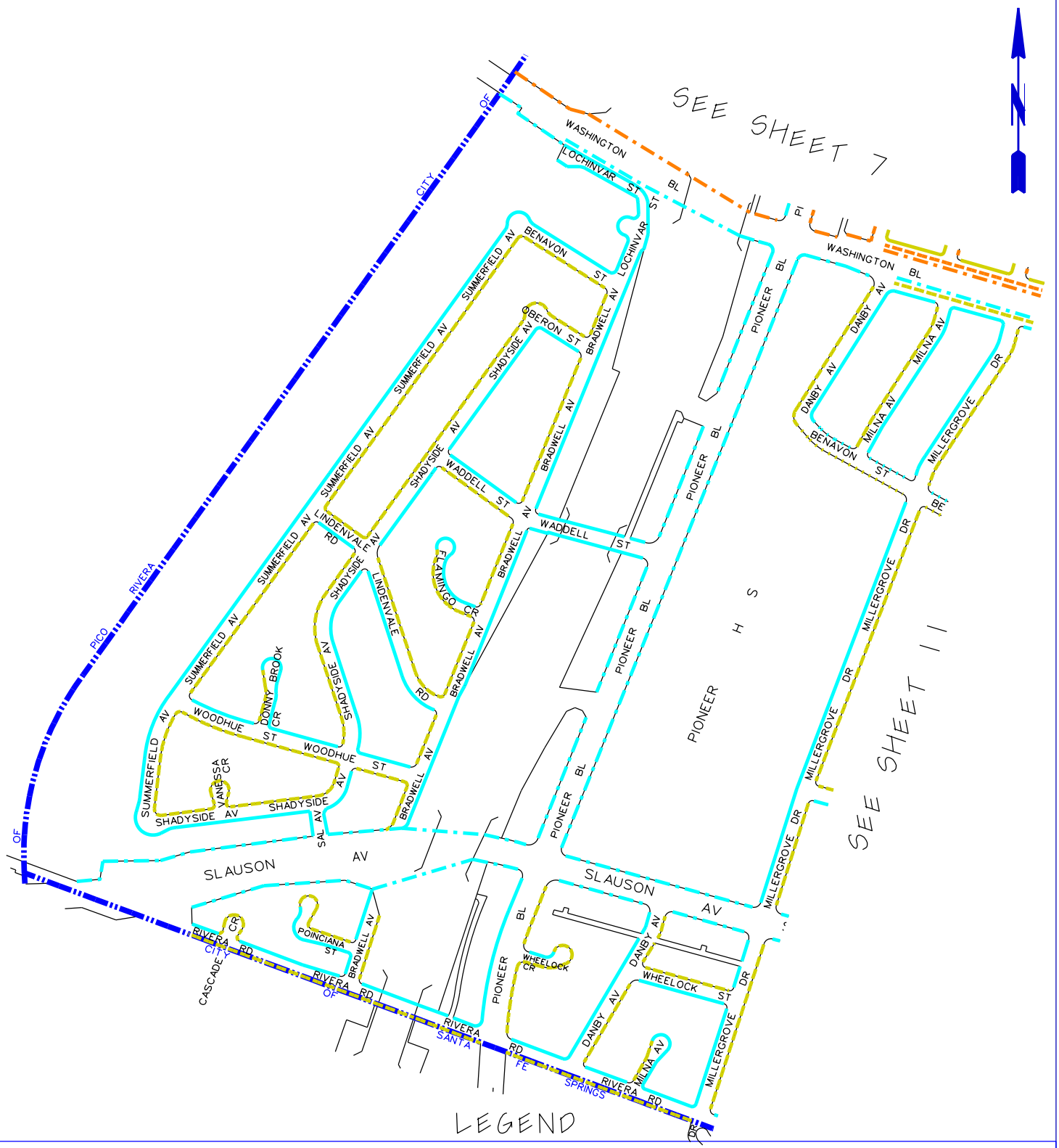
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LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

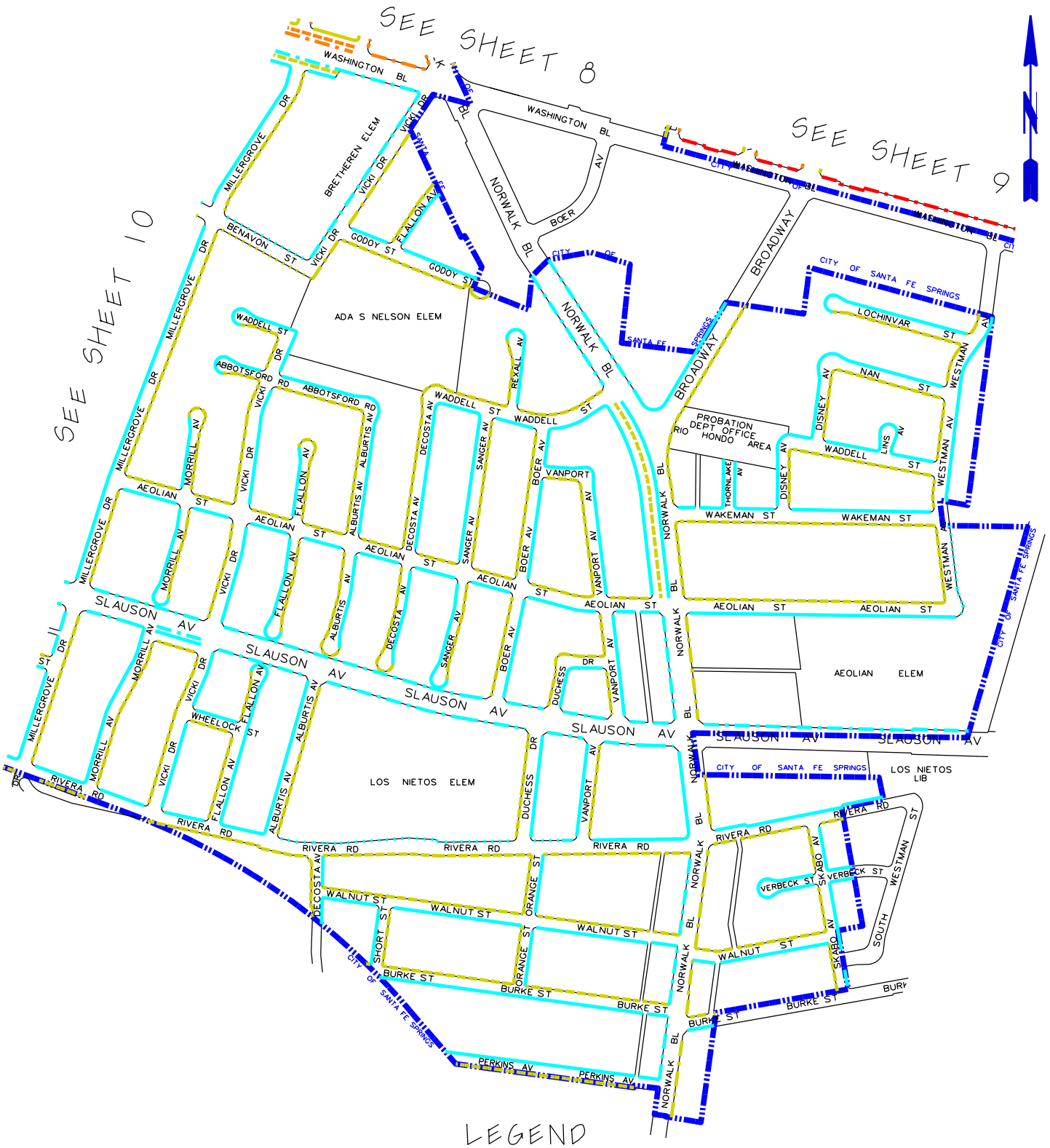
PROJECT NAME	STREET SWEEPING - WEST WHITTIER					
PROJECT ENGINEER R. KAKISH C.E. NO. C 91816	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676 & 677	WEST WHITTIER AREA	SCALE NONE	SHEET 9 OF 13	



LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - WEST WHITTIER					
PROJECT ENGINEER R. KAKISH C.E. NO. C 91816	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676 & 706	WEST WHITTIER AREA	SCALE NONE	SHEET 10 OF 13	



LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - WEST WHITTIER				
PROJECT ENGINEER R. KAKISH C.E. NO. C 91816	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676 & 706	WEST WHITTIER AREA	SCALE NONE	SHEET 11 OF 13

ALLEYS

(TO BE SWEPT EVERY WEEK)

ALLEY LOCATION	LIMITS		PASS MILES
Alley E/o Broadway	Alley N/o Hadley Street / Alley S/o Whittier Boulevard		0.25
Alley E/o Broadway	Bexley Drive / Keith Drive		0.30
Alley E/o Danby Avenue	Choisser Street / Pioneer Boulevard		0.29
Alley E/o Gretna Avenue	Washington Blvd / Alley N/o Washington Blvd		0.06
Alley E/o Norwalk Boulevard	Alley N/o Washington Boulevard / Flory Street		0.53
Alley E/o Norwalk Boulevard	Burke Street / Walnut Street		0.09
Alley E/o Norwalk Boulevard	Wakeman Street / 220' N/o Wakeman Street		0.08
Alley E/o Norwalk Boulevard	Walnut Street / Rivera Road		0.19
Alley E/o Norwalk Boulevard	400' S/o Balfour Street / Alley N/o Mines Boulevard		0.76
Alley E/o Pioneer Boulevard	Orchard Avenue / Orange Drive		0.20
Alley E/o Pioneer Boulevard	Washington Blvd / 1320' N/o Washington Blvd		0.50
Alley E/o Pioneer Boulevard	850' S/o Holbrook Street / Holbrook Street		0.32
Alley E/o Sorensen Avenue	Greyford Street / Lambert Road		0.24
Alley N/o Hadley Street	Broadway / Alley S/o Whittier Boulevard		0.47
Alley N/o Mines Boulevard	Alley E/o Norwalk Boulevard / Glengarry Avenue		0.45
Alley N/o Mines Boulevard	Alley W/o Duchess Drive / Duchess Drive		0.10
Alley N/o See Drive	Alley S/o Hadley Street / Gretna Avenue		0.12
Alley N/o Washington Boulevard	Alley E/o Pioneer Boulevard / Danby Avenue		0.04
Alley N/o Washington Boulevard	Alley W/o Pioneer Boulevard / Pioneer Boulevard		0.05
Alley N/o Washington Boulevard	Gretna Avenue / Alley E/o Gretna Avenue		0.06
Alley N/o Washington Boulevard	Norwalk Boulevard / Alley E/o Norwalk Boulevard		0.05
Alley N/o Washington Boulevard	120' W/o Vanport Avenue / Broadway		0.14
Alley S/o Hadley Street	Keith Drive / Prather Avenue		0.55
Alley S/o Holbrook Street	Pioneer Boulevard / Alley E/o Pioneer Boulevard		0.06
Alley S/o Mines Boulevard	Lynalan Avenue / Chatfield Avenue		0.25
Alley S/o Mines Boulevard	Cully Avenue / Broadway		0.83
Alley S/o Rincon Drive	Western Avenue / Gretna Avenue		0.31
Alley S/o See Drive	Alley E/o Broadway / Alley N/o Hadley Street		0.16
Alley S/o See Drive	Alley S/o Hadley Street / Gretna Avenue		0.27
Alley S/o Slauson Avenue	400' W/o Danby Avenue / 420' E/o Danby Avenue		0.31
Alley S/o Whittier Boulevard	Alley W/o Broadway / Hadley Street		0.50
Alley S/o Whittier Boulevard	160' W/o Redman Avenue / Redman Avenue		0.06
Alley S/o Whittier Boulevard	Pioneer Boulevard / 150' E/o Pioneer Boulevard		0.06
Alley W/o Broadway	Alley N/o Washington Blvd / Alley S/o Mines Boulevard		0.87
Alley W/o Broadway	Mines Boulevard / Alley S/o Whittier Boulevard		0.13
Alley W/o Duchess Drive	Mines Boulevard / Alley N/o Mines Boulevard		0.05
Alley W/o Norwalk Boulevard	Coolhurst Drive / 300' N/o Coolhurst Drive		0.11
Alley W/o Norwalk Boulevard	Loch Avon Drive / Pleasant Way		0.30
Alley W/o Norwalk Boulevard	Perkins Avenue / Rivera Road		0.39
Alley W/o Norwalk Boulevard	Rose Hedge Drive / Reichling Lane		0.15
Alley W/o Norwalk Boulevard	Slauson Avenue / Aeolian Street		0.17
Alley W/o Pioneer Boulevard	Obregon Street / 400' N/o Obregon Street		0.15
Alley W/o Pioneer Boulevard	Rivera Road / 500' N/o Rivera Road		0.19
Alley W/o Pioneer Boulevard	Waddell Street / 540' N/o Waddell Street		0.20
Alley W/o Pioneer Boulevard	Washington Boulevard / Alley N/o Washington Boulevard		0.32
Alley W/o Pioneer Boulevard	380' S/o Bartley Avenue / Bartley Avenue		0.14
	TOTAL PASS MILES:		11.86

PROJECT NAME	STREET SWEEPING - WEST WHITTIER				
PROJECT ENGINEER R. KAKISH C.E. NO. C 91816	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. NONE		SCALE NONE	SHEET 12 OF 13

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

STREET NAME	LIMITS	SIDE	CURB MILES
Bradwell Avenue	Saragosa Street/100' N/o Saragosa Street	B/S	0.04
Broadway	Norwalk Boulevard/60' N/o Norwalk Boulevard	B/S	0.03
Norwalk Boulevard	Broadway/100' N/o Broadway	B/S	0.04
Obregon Street	San Gabriel River Fwy/50' E/o San Gabriel River Fwy	B/S	0.03
Pioneer Boulevard	Washington Boulevard/Slauson Avenue	B/S	0.98
Slauson Avenue	300' W/o Sal Avenue/Danby Avenue	B/S	0.63
Sorensen Avenue	Washington Boulevard/300' N/o Washington Boulevard	B/S	0.11
Washington Boulevard	300' W/o San Gabriel River Fwy/200' E/o Pioneer Blvd	B/S	0.37
Washington Boulevard	Broadway/Appledale Avenue	N/S	0.74
	TOTAL CURB MILES:		2.97

SUMMARY OF CURB AND PASS MILES

TYPE	MILES
Streets and Highways	95.74
Raised Curbed Medians	2.97
Paved Alleys	11.86
TOTAL MILES:	110.57

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS FOUND ON SHEETS 2 THROUGH 11 ARE TO BE SWEPT WEEKLY. ALLEYS ARE SWEPT ON TUESDAY.

SWEEPING MILES SCHEDULE

	CURB AND MEDIANS	ALLEYS
MONDAY	20.89	
TUESDAY	14.59	11.86
WEDNESDAY	20.29	
THURSDAY	21.17	
FRIDAY	21.77	
	98.71	11.86
TOTAL MILES	**110.57**	

PROJECT NAME	STREET SWEEPING - WEST WHITTIER				
PROJECT ENGINEER R. KAKISH C.E. NO. C 91816	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. NONE		SCALE NONE	SHEET 13 OF 13



SCA
SWEEPING CORP OF AMERICA

LOS ANGELES COUNTY

Invitation for Bids

STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA (BRC00000600) CONTRACT

Response Submitted by:

SCA of CA, LLC

Bids Due: December 2, 2025

SCA
SWEEPING CORP OF AMERICA

QUALIFICATIONS OVERVIEW

On behalf of SCA of CA, LLC ('SCA'), we are pleased to present our response to your Invitation for Bids for Street Sweeping Services for the West Whittier Area (BRC0000600) of Los Angeles. It has been our privilege to serve as your professional street sweeping provider for several years. We are excited about the future, and we look forward to the opportunity to continue to build upon our partnership with your organization.

As a company built on a foundation of satisfaction and consistent quality service, we have developed unparalleled expertise in delivering comprehensive cleaning services for the areas in and around the County of Los Angeles, as well as many municipalities across the California.

SCA of CA, LLC has been in business for more than four years. SCA of CA, LLC is an acquisitive company. Since 2021, we have acquired and operate multiple street sweeping companies in California that have been servicing the state for many years including CleanStreet, LLC established in 1961, Contract Sweeping Services, LLC, RF Dickson Co., LLC established in1960, Jonset, LLC established in 1980, Cannon Pacific Services, LLC established in 2003, Venco Power Sweeping, LLC established in 2007, and Central Valley Sweeping, LLC established in 2014.

Business Name

SCA of CA, LLC

Qualified Contractor – Los Angeles

Vendor ID: 209460

Our Team

Terry Roberts, District Sales Manager, and Jose Brito, District Manager, Southern California, and Alejandra Farias, Branch Manager will continue to support your account. This team has extensive experience supporting street sweeping programs for Los Angeles County.

Our experienced team will maintain the established routes to ensure that both residential streets and commercial areas are swept within the allotted schedule and is committed to proactively managing both scheduled and unscheduled emergency work.

Our operational approach involves monitoring existing route mapping and staying informed about on-the-ground issues by collaborating with the . We will adjust as needed to accommodate your evolving needs, by:

- Collaborating with your team to refine our street sweeping schedule while working around established trash collection days and holidays.
- Engaging our Quality Management team to conduct site visits to gain additional information and further advance our ability to provide you with the most effective, safe, and high-quality service.
- Continuing to work closely with our experienced sweeper operator team to ensure we continue to provide the highest level of service.
- Adhering to a pre-established schedule to sweep streets on time, with the support of our management and dispatch teams.
- Remaining flexible and readily available to address unexpected needs in order to ensure a strong and collaborative partnership with your team.

Our team is part of your community, and our team members are your neighbors and friends. Our thorough understanding of the street sweeping requirements for the County of Los Angeles and customizing our approach to meet the specific needs of each area set us apart from other suppliers.

At SCA, we believe in a partnership philosophy to work together to achieve the common goals of our customers. Jose Brito, District Manager, will be the primary contact for West Whittier upon execution of a contract and will be responsible for supporting your program.

PRIMARY SERVICE LOCATION	HEADQUARTERS / PRINCIPAL PLACE OF BUSINESS
SCA of CA, LLC 12524 Columbia Way Downey, CA 90242 O: (310) 200-7750 jbrito@sweepingcorp.com	SCA of CA, LLC 4141 Rockside Road Cleveland, OH 44131 O: 216-777-2750 F: 216-777-2766 www.sweepingcorp.com

THE SCA TEAM

TERRY ROBERTS – DISTRICT SALES MANAGER

- Previously served as General Manager/Operations Manager RF Dickson sweeping
- Tymco Sweepers Factory representative
- Extensive annual and CE Tymco sweeper factory training
- Responsible for overall customer account and contract management
- Dedicated to ensuring the safe and efficient functioning of our operations while fostering a proactive culture of safety.
- Responsible for overall customer account and contract management
- Dedicated to ensuring the safe and efficient functioning of our operations while fostering a proactive culture of safety.

JOSE BRITO – DISTRICT MANAGER, SOUTHERN CALIFORNIA

- Jose has been with SCA since 2022.
- He is responsible for operations, employees, and maintaining strong relationships with our valued customers in Southern California
- Jose is the driving force behind SCA's constant emphasis on safety.

EMPLOYMENT HISTORY

- SCA OF CA, LLC 2022 to present
- CLEAN HARBORS 2014 to 2022

RESPONSIBILITIES

- Sweeping Operations in Los Angeles County
- Management of procedures and policy
- Financial planning and management
- Management efficiency and effectiveness
- Public relations

- Responsible for a fleet of over 55 sweepers
- Responsible for maintaining a high level of EH&S standards. (Cal OSHA, FMCSA)

PROFESSIONAL SKILLS

- Bilingual: Spanish and English
- Project Management
- Strategic Planning
- Experienced in behavioral based safety program

ALEJANDRA FARIAS – BRANCH MANAGER

Alejandra Farias is the Branch Manager for our Downey location. In her role, she is responsible for ensuring the success of branch operations and contract requirements. Alejandra oversees daily operations such as scheduling, personnel performance, and promptly addressing complaints and special requests by the customer.

This includes but is not limited to ensuring the personnel and equipment meet regulatory DOT compliance standards, working with customers and the operations team to increase route efficiency, and continuously improving the sites' logistics.

Her extensive experience in the street sweeping industry combined with her stellar communication and organizational skills allows her to maintain positive relationships with hundreds of customers/stakeholders that the Los Angeles site serves. The primary team's resumes are listed on the following pages.

EMPLOYMENT HISTORY

- SCA of CA, LLC 2018 to Present

RESPONSIBILITIES

- Branch Operations in Los Angeles County.
- Management of company personnel, procedures, and policy.
- Management of Contract Compliance – Scheduling, Performance, Personnel.

- Public relations – Addresses and resolved resident complaints in a timely manner.
- Customer Service – Manages special requests from the City.
- DOT Compliance – CDL drivers and equipment.

PROFESSIONAL SKILLS

- Bilingual: Spanish and English.
- Logistical Planning – Experienced in optimizing routes for best coverage.
- Over 6 years' experience in City sweeping management.
- Contract Organization Skills – Can manage multiple contracts with support staff to ensure proper execution of contract requirements.

JOAQUIN JIMENEZ - OPERATIONS MANAGER

Joaquin has been a valued employee of SCA of CA, LLC, and Clean Street since 2007. He has served in several positions during his career with us including as a Pressure Washer Operator, Porter, and Sweeper Operator. He gained valuable industry expertise in these roles, and he applies this knowledge to the many facets of managing a team and equipment. As a key player in our Safety Program, Joaquin is committed to the safety for our employees and your residents. Mr. Jimenez is solutions-oriented and when needed, removes barriers to ensure the highest quality of work and service is provided to our customers. His dedication to excellence has been a tremendous asset to SCA.

Joaquin maintains a good working relationship with our employees and the City's staff. He is responsible for daily and monthly reporting. He ensures all work is performed as scheduled and above industry standards. Joaquin works with Jose Brito.

STEPHANIE ESCOBAR & VANESSA CAMPUZANO

Stephanie Escobar and Vanessa Campuzano are our dispatchers and can manage all your calls with special requests or complaints. They can respond quickly and effectively to your calls. Their communication skills are a major asset to SCA and will be your organization as well. They offer a high degree of professionalism, solid business ethics, and extensive computer skills.

CYNTHIA CRUZ – BILLING SPECIALIST

Cynthia manages end-to-end billing for Los Angeles County's West Whittier Area. She is familiar with all our contracts and will address all billing inquiries effectively and efficiently. Cynthia imparts a positive and enthusiastic attitude to our team and our customers. Her extensive understanding of the business, problem solving, and extensive computer skills are an asset to SCA. She has extensive billing experience and works effectively to resolve all inquiries with a sense of urgency.

SCA

SWEEPING CORP OF AMERICA

TABLE OF FORMS
(LIVING WAGE CONTRACT)

Declaration Form for Street Sweeping Services for the West Whittier Area (BRC0000600)

PW-2.1-2.8	Schedule of Prices
PW-3.1	(Supplemental) Certification of Compliance
PW-9.1	(Supplemental) Request for County's Preference Program Consideration and Community Business Enterprise (CBE) Information
PW-11.1	Solicitation Requirements Review (SRR) Request (Submit only if requesting a review.)
PW-18.1	(Supplemental) Bidder's Affirmation of Compliance with the Minimum Requirements of the IFB
PW-19.1	(Supplemental) Statement of Equipment Form
PW-21	Contribution and Agent Declaration Form

LIVING WAGE PROGRAM

LW-1.1	(Supplemental) Los Angeles County Code Chapter 2.201 – Living Wage Program 2.1
LW-2.1	(Supplemental) Living Wage Program – Application for Exemption (If requesting exemption, submit at least 7 days before due date for Bids)
LW-3.1	(Supplemental) Living Wage Rate Annual Adjustments
LW-7.1	(Supplemental) Instructions for Schedule of Prices Forms PW-2, and Staffing Plan and Cost Methodology Forms LW-8
LW-8.1-8.7	Staffing Plan and Cost Methodology

ATTACHMENTS

1. County of Los Angeles Policy on Doing Business with Small Business
2. Listing of Contractors Debarred in Los Angeles County
3. County of Los Angeles Lobbyist Ordinance
4. Los Angeles Regional Contractor Development and Bonding Program
5. Los Angeles County Contractor Development and Bonding Program Frequently Asked Questions
6. Infotech/BidExpress Guide
7. DIR Prevailing Wage Decisions October 4, 2021
8. DIR research unit’s response to Public Works request

DECLARATION FORM

FOR

STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA (BRC0000600)

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THIS SOLICITATION'S REQUIRED PW AND LW FORMS ARE TRUE AND CORRECT.

PRINT NAME: Patrick Bobo	TITLE: Secretary
BIDDER'S NAME: SCA of CA, LLC	
SIGNATURE: Bobo	DATE: 11-26-2025

SCHEDULE OF PRICES

FORM PW-2.1 to PW-2.8 is included in Exhibit A.2

FORM PW-3.1
(Supplemental)

CERTIFICATION OF COMPLIANCE

Bidder certifies compliance with all programs, policies, and ordinances specified below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	**Certifies Compliance?** ☑ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	**Certifies Compliance?** ☑ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	**Certifies Compliance?** ☑ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	**Certifies Compliance?** ☑ Yes ☐ No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) _____	Board Policy 5.065	**Check the Certification below that is applicable to your company.** ☑ Bidder 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 Bidder 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** ☐ Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	**Certifies Compliance?** ☑ Yes ☐ No **Willing to provide GAIN/START participants access to employee mentoring program?** ☑ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	**Certifies Compliance?** ☑ Yes ☐ No **If No, identify exemption:** ☐ My business does not meet the definition of "contractor," as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	**Certifies Compliance?** ☑ Yes ☐ No **If No, identify exemption:** _____

FORM PW-9.1
(Continued)

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on this form. Where a field requests number or total, provide responses using numerical digits only.

Completing Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California:	*Using numerical digits, enter the total number of individuals employed by the firm in the state of California.*
Total Number of Employees: *(including owners)*	*Using numerical digits, enter the total number of individuals employed by the firm, including owners, regardless of location.*
Race/Ethnic Composition of Firm Table:	*Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.*

Completing Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, OR LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ).Enter all the CBE certifications held by the firm.

Note: Bidder acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid 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.

- **Section 1:**

TITLE	REFERENCE			
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.			
Total Number of Employees in California:	418			
Total Number of Employees: (including owners)	~1,900 **SCA of CA, LLC is 100% owned by SCA Acquisitions, LLC**			
Race/Ethnic Composition of Firm: *Enter the make-up of Owners/Partners/Associate Partners into the following categories:*				
Race/Ethnic Composition	**Owners/Partners/Associate Partners**		**Firm's Percentage of Ownership Distribution**	
	MALE	FEMALE	MALE	FEMALE
Black/African American	N/A	N/A	N/A %	**N/A** %
Hispanic/Latino	**N/A**	**N/A**	**N/A** %	**N/A** %
Asian/Pacific Islander	**N/A**	**N/A**	**N/A** %	**N/A** %
American Indian	**N/A**	**N/A**	**N/A** %	**N/A** %
Filipino	**N/A**	**N/A**	**N/A** %	**N/A** %
White	**N/A**	**N/A**	**N/A** %	**N/A** %

- **Section 2:**

TITLE	REFERENCE
CERTIFICATION AS MINORITY, WOMEN, DISABLED VETERAN, DISADVANTAGED, OR LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.

☑ Check here if this does not apply for your firm/agency; otherwise, please mark all that apply below:

Firm/Agency Name	Minority	Women	Disadvantaged	Disabled Vet	LGBTQQ

FORM PW-18.1
(SUPPLEMENTAL)

BIDDER'S AFFIRMATION OF COMPLIANCE WITH THE MINIMUM REQUIREMENTS
STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA (BRC0000600)

Important Note: *The information on this form is subject to verification and may not be used for scoring purposes. Bidder may submit additional information in their bid to supplement/verify the affirmations made on this Form.*

BIDDER MUST CHECK A BOX IN EVERY SECTION

At the time of bid submission, Bidder must meet ALL of the following minimum requirements:

Note: The use of subcontractors prohibited for this service. If a bidder makes reference to a subcontractor or if a bidder includes a list of subcontractors to perform the work requested, the bid will be immediately disqualified. Please disregard all references to subcontractors in this IFB.

.

1. Bidder must be 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 Public Works' Request for Statement of Qualifications (RFSQ) for Street Sweeping Services (2015-SQPA004).

☐ No. Bidder is not included in the Qualified Contractor List resulting from the Public Works' Request for Statement of Qualifications (RFSQ) for Street Sweeping Services (2015-SQPA004). *Note: Checking this box will result in disqualification of your bid.*

2. Bidder or its managing employee must have a minimum of 3 years of experience providing street sweeping services.

☑ Bidder does meet the minimum experience requirement stated above. *Please complete the chart below:*

Name of Bidding Firm/Entity	Dates of Experience (Mo./Yrs. to Mo./Yrs.)	Description of Services/Experience
SCA of CA, LLC	5/2021 - Present	Since 2021, we have acquired and operate multiple street sweeping companies in California that have been servicing the state for many years including CleanStreet, LLC established in 1961, Contract Sweeping Services, LLC, RF Dickson Co., LLC established in1960, Jonset, LLC established in 1980, Cannon Pacific Services, LLC established in 2003, Venco Power Sweeping, LLC established in 2007, and Central Valley Sweeping, LLC established in 2014.

☐ Bidder does not meet the minimum experience requirement stated above. *Note: Checking this box will result in disqualification of your bid.*

3. Bidder must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration.

☑ Yes. Bidder does hold the valid license as specified above. Please complete the chart below and include a copy of the valid license in your bid documents.

Name of Licensed	Subcontractor	Type of License	License No.	Active Dates
SCA of CA, LLC	----------	California Department of Industrial Relations Public Works Contractor Registration	PW-LR-1000880302	7/01/2024 - 6/30/2026

☐ No. Bidder does not hold the valid license as specified above. *Note: Checking this box will result in disqualification of your bid.*

4. Bidder's proposed annual amount for the contract's initial term and each potential renewal options must not exceed $980,000.

☑ Yes. Bidder's proposed annual amount for the contract's initial term and each potential renewal option does not exceed $980,000.

☐ No. Bidder's proposed annual amount for the contract's initial term and each potential renewal option exceeds $980,000. **If you check this box, your bid will be immediately disqualified as nonresponsive.**

THIS SECTION IS LEFT INTNENTIONALLY BLANK

Department of Industrial Relations
STATE OF CALIFORNIA

APPLICATION FOR
PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2024 06/30/2026

Contractor Information

Contractor Name: SCa of CA, LLC

Trade Name:

License Type Number: PW-LR-1000880302

Contractor Physical Address

Physical Business Country: United States of America

Physical Business Address: 12524 Columbia Way

Physical Business City/ Province: Downey

Physical Business State: CA

Physical Business Postal Code: 90242

Contractor Mailing Address

Mailing Country: United States of America

Mailing Address: 4141 Rockside Road, Suite 100

Mailing City /Province: Seven Hills

Mailing State: OH

Mailing Postal Code: 44131

Contact Info

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: compliance@sweepingcorp.com

Applicant's Email: compliance@sweepingcorp.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier:	Safety National Casualty Corporation	Inception Date:	06/01/2023
Policyholder Name:	SCA of CA, LLC	Expiration Date:	June 1, 2025
Policy Number:	LDS4068227 (CA)		

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

Yes I understand refunds are not authorized

I, Katy Beyerle, the undersigned, am , SCa of CA, LLC with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 12:07 PM

Legal Entity Information

Legal Entity Type: LLC

Name: SCa of CA, LLC

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	SCA OF CA, LLC
Entity No.:	202113410513
Registration Date:	05/07/2021
Entity Type:	Limited Liability Company - Out of State
Formed In:	DELAWARE
Status:	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, 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 October 21, 2025.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 380410120

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

FORM PW-19.1
(SUPPLEMENTAL)

STATEMENT OF EQUIPMENT FORM

STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA (BRC0000600)

BIDDER'S NAME: SCA of CA, LLC

ADDRESS: Site Address: 12524 Columbia Way, Downey, CA 90242; HQ: 4141 Rockside Road, Suite 100; Seven Hills, OH 44131

TELEPHONE: Site: 562.923.5441 - HQ: 216.777.2750

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

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

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION Check one	
								DEDICATED	PRIMARY BACKUP
Street Sweeper	Freightliner	M2 112	2022	1FVAC4FT2NHMZ8204	Great	Operational	Downey, CA	✓	
Street Sweeper	Freightliner	M2 112	2025	1FVAC4FT6SHVL9350	Great	Operational	Downey, CA		✓
Street Sweeper	Freightliner	M2 112	2024	1FVAC4FT7RHVH3044	Great	Operational	Downey, CA		✓

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than $500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice*. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

   a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

   b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

   c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

   a) Parent(s): ____ SCA of CA, LLC is 100% owned by SCA Aquisitions,LLC

   b) Subsidiaries: SCA of CA, LLC has been in business for more than four years. SCA of CA, LLC is an acquisitive company. Since 2021, we have acquired and operate multiple street sweeping companies in California that have been servicing the state for many years including CleanStreet, LLC established in 1961, Contract Sweeping Services, LLC, RF Dickson Co., LLC established in1960, Jonset, LLC established in 1980, Cannon Pacific Services, LLC established in 2003, Venco Power Sweeping, LLC established in 2007, and Central Valley Sweeping, LLC established in 2014.

   c) Related Business Entities: _____

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

   _____

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

CONTRIBUTION AND AGENT DECLARATION FORM

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	**Recipient Name** (elected official)	**Amount**
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

*Please attach an additional page, if necessary.

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	**Name** (of the contributor)	**Recipient Name** (elected official)	**Amount**
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

*Please attach an additional page, if necessary.

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are 0 additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, Patrick Bobo (Authorized Representative), on behalf of SCA of CA, LLC (Declarant Company), at which I am employed as Secretary (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature Patrick Bobo, Secretary

11-25-2025
Date

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, Patrick Bobo, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature Patrick Bobo, Secretary — Date: 11-26-2025

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. On January 1, 2020, and thereafter the rate shall be $16.31 per hour;
6. On January 1, 2021, and thereafter the rate shall be $16.62 per hour;
7. On January 1, 2022, and thereafter the rate shall be $17.14 per hour;
8. On January 1, 2023, and thereafter the rate shall be $18.49 per hour;
9. On January 1, 2024, and thereafter the rate shall be $18.86 per hour;
10. On January 1, 2025, and thereafter the rate shall be $19.44 per hour;
11. **On January 1, 2026, and thereafter the rate shall be $20.06 per hour;**
12. On January 1, 2027, 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.)

FORM LW-3.1
(SUPPLEMENTAL)

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, 2022	$17.14
January 1, 2023	$18.49
January 1, 2024	$18.86
January 1, 2025	$19.44
January 1, 2026	$20.06
January 1, 2027	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.

Retaliation
You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to Internal Services Department by calling the Living Wage Hotline.

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

Federal Earned Income Tax Credit
You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

FORM LW-7.1
(SUPPLEMENTAL)

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, 2024, and will end June 30, 2025, 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 RESPONSIBLIE 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, 2022	$17.14
January 1, 2023	$18.49
January 1, 2024	$18.86
January 1, 2025	$19.44
January 1, 2026	$20.06
January 1, 2027	Previous Year + CPI

For example, contractor's term cover from July 1, 2024, to December 31, 2024, the Living Wage rate is $18.86 and from January 1, 2025, to June 30, 2025, the Living Wage rate is $19.44; therefore, the Contractor's LW-8 for this period must be $19.44 or higher or Contractor's LW-8 must clearly show the two rates during these periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each corresponding Form LW-8.

STAFFING PLAN AND COST METHODOLOGY

FORM LW-8.1 to LW-8.7 is included in Exhibit A.3

CleanStreet

Cleaning Your Environment



STATEMENT OF QUALIFICATIONS FOR STREET SWEEPING SERVICES

(2015-SQPA004)

EXCLUSIVELY FOR

COUNTY OF LOS ANGELES

APRIL 15, 2015

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

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- LW-9 WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS **(SEE SECTION 11 – RECORD KEEPING)**

SUBCONTRACTORS FORMS LIST 13

- PW-3 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
- PW-4 CONTRACTOR'S INDUSTRIAL SAFETY RECORD
- PW-5 CONFLICT OF INTEREST CERTIFICATION
- PW-7 PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
- PW-9 REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
- PW-10 GAIN AND GROW EMPLOYMENT COMMITMENT
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- LW-2 LIVING WAGE ORDINANCE – APPLICATION FOR EXEMPTION

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CleanStreet
Cleaning Your Environment

April 13, 2015

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

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

Dear Ladies and Gentlemen,

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

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

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

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

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

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

Sincerely,
CLEANSTREET

Rick Anderson
Corporate Secretary

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

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

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

IN REPLY PLEASE
REFER TO FILE: AS-0

April 7, 2015

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

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

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

Informational Update

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

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

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

Very truly yours,

GAIL FARBER
Director of Public Works

GHAYANE ZAKARIAN, Chief
Administrative Services Division

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

A0593829

State of California

OFFICE OF THE SECRETARY OF STATE

SECRETARY OF STATE

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

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

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

MAR 25 2003

Kevin Shelley

Secretary of State

THE GREAT SEAL OF THE STATE OF CALIFORNIA
EUREKA

Sec/State Form CE-107 (rev. 1/03)

A0593829

California Street Maintenance

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

JAN 31 2003

KEVIN SHELLEY
Secretary of State

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

The undersigned certify that:

1. They are the **president** and the **secretary**, respectively, of California Street Maintenance, Inc., a California corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

   the name of this corporation is: Cleanstreet

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

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

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

DATE: 1/27/03

Jere Costello, President

Richard Anderson, Secretary

SECRETARY OF STATE OFFICE OF THE

1918 W. 169TH STREET, GARDENA, CA 90247 (800) 225-7316

State of California
Secretary of State

S

STATEMENT OF INFORMATION
(Domestic Stock Corporation)

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

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

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

C1425843
CLEANSTREET
17-19TH ST
HERMOSA BEACH CA 90254

This Space For Filing Use Only

DUE DATE: 12-31-07

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

NO CHANGE STATEMENT

2. ☐ If there has been no change in any of the information contained in the last Statement of Information filed with the Secretary of State, check the box and proceed **to Item 15.**
If there have been any changes to the information contained in the last Statement of Information filed with the Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 1937 W. 169th Street		CITY AND STATE Gardena	CA	ZIP CODE 90247
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 1937 W. 169th Street		CITY Gardena	STATE CA	ZIP CODE 90247

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/ ADDRESS Jere Costello - 1937 W. 169th Street, Gardena, CA 90247		CITY AND STATE	ZIP CODE
6. SECRETARY/ ADDRESS Rick Anderson - 1937 W. 169th Street, Gardena, CA 90247		CITY AND STATE	ZIP CODE
7. CHIEF FINANCIAL OFFICER/ ADDRESS Jere Costello - 1937 W. 169th Street, Gardena, CA 90247		CITY AND 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.)

8. NAME ADDRESS Jere Costello - 1937 W. 169th Street, Gardena, CA 90247		CITY AND STATE	ZIP CODE
9. NAME	ADDRESS	CITY AND STATE	ZIP CODE
10. NAME	ADDRESS	CITY AND STATE	ZIP CODE

11. 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 13 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS
Jere Costello

13. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 1937 W. 169th Street, Gardena, CA 90247	CITY	STATE / ZIP CODE

TYPE OF BUSINESS

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Sweeping Services

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

Jere Costello		CEO	10-23-07
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	SIGNATURE	TITLE	DATE

SI-200 N/C (REV 08/2007) APPROVED BY SECRETARY OF STATE

006915S

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

EV12339

FILED

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

NOV-14 2013

This Space for Filing Use Only

1. **CORPORATE NAME**
CLEANSTREET

2. **CALIFORNIA CORPORATE NUMBER**
C1425843

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
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY		CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4		CITY	STATE	ZIP CODE

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/	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
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

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

Agent for Service of Process If the 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

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL**	CITY	STATE	ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

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.

11/14/2013	NITA MORAN	ACCOUNTING MANAGER	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

BACKGROUND



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

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

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

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

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

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

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

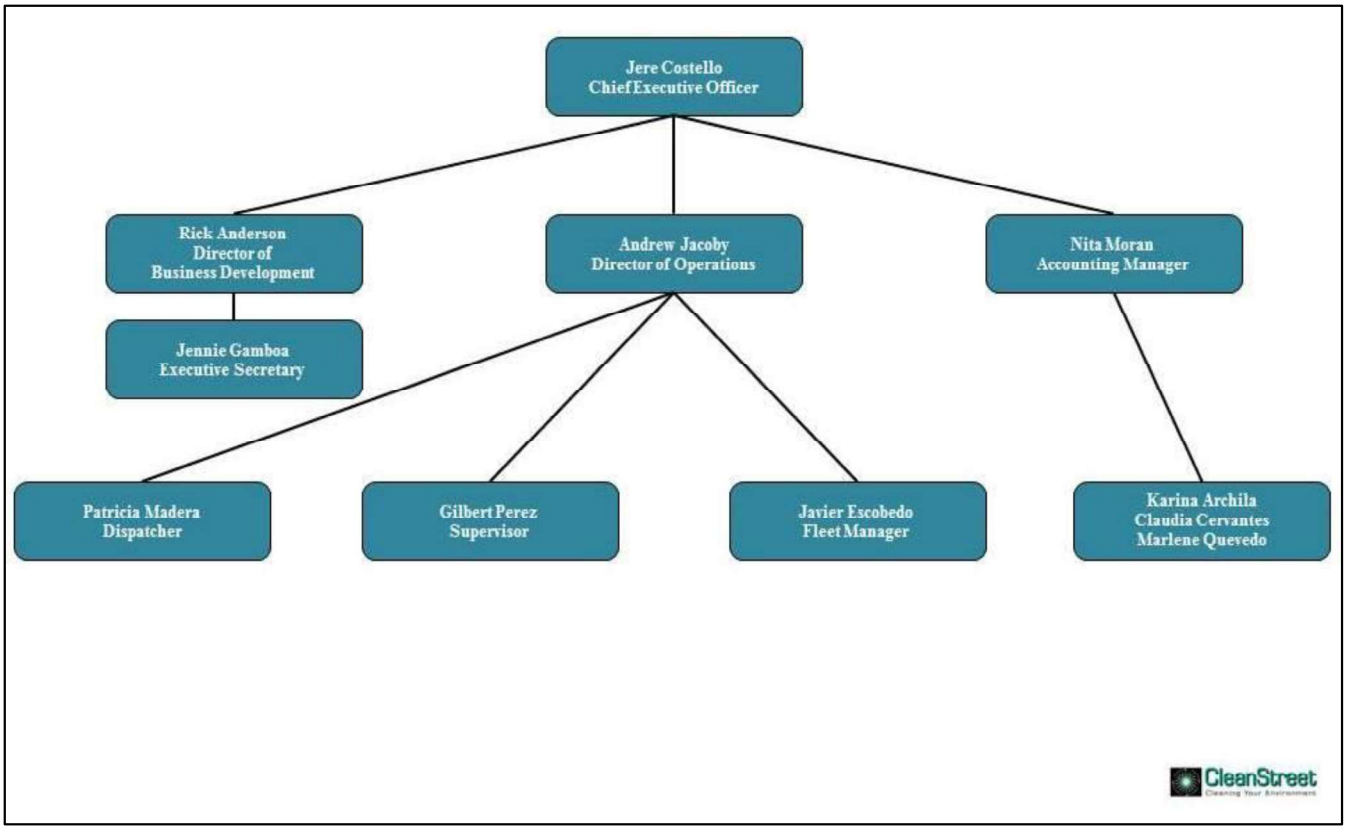
CleanStreet takes pride in its high level of expertise that is brings to every job. We employ the best methods and the most effective equipment.

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

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

ORGANIZATION CHART





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

JERE COSTELLO





Jere Costello
Founder and CEO of CleanStreet

EMPLOYMENT HISTORY:

CLEANSTREET .....1961 TO PRESENT

Responsibilities:

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

Education:

- Northrop University Law School

Professional Skills:

- Bilingual: Spanish and English

Professional and Trade Organizations:

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

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

RICK ANDERSON





RICK ANDERSON
Director of Business Development / Supervisor

EMPLOYMENT HISTORY:

CLEANSTREET .....1989 TO PRESENT

Current Responsibilities:

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

Education:

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

Professional Skills:

- Bilingual: Spanish and English

Professional and Trade Organizations:

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

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1937 W. 169th Street
Gardena, CA 90247

KEY PERSONNEL



Andrew Jacoby, Director of Operations



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

Javier Escobedo, Fleet Manager

Photo not available

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

Gilbert Perez, Field Supervisor



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

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

KEY PERSONNEL



Patty Madera, Dispatcher



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

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

WORK PLAN



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

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

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

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

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

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

Personnel

Supervisors:

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

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

Operators:

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



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

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

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

Repair and Maintenance Crew:

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

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

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

Dispatchers:

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

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

Disposal of Refuse and Debris:

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

WORK PLAN



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

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

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

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

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

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

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

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

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

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

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

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

WORK PLAN



CleanStreet. The following items will be on the report:

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

Sample form:

City of _____

STREET SWEEPING WEEKLY REPORT

FOR MONTH OF _____

DATE: _____

WEEK BEGINNING: _____ WEEKLY TONNAGE: _____

CONTRACTOR: ***CleanStreet***
1937 W 169th Street
Gardena CA 90247

DAY	CURB MILES SWEPT			SCHEDLED CURB MILES MISSED AND REASON	MAKE - UP DATE	NUMBER OF COMPLAINTS
	SCHEDULED CURB MILES	MISSED CURB MILES	CURB MILES SWEPT			
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
ALLEYS						
CURB MEDIAN						
TOTALS						

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1937 W. 169th Street
Gardena, CA 90247

QUALITY ASSURANCE



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

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

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

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

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

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

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

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

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

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

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

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

QUALITY ASSURANCE



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

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

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

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

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

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

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

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

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

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

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

QUALITY ASSURANCE



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

Quality Control Documentation
See form below.

CLEANSTREET TYMCO INSPECTION LIST

TRUCK NUMBER:								
	Oil	Water/coolant	Fluids	Belts	Hoses			
1. Check Front Motor Fluids (Oil,Transmission, Power Steering) Belts, Hoses								
2. Check Rear Motor Oil, Radiator Water/Coolant, Belts, Hoses								
	Hydraulic Hoses	Oil Level						
3. Check for hydraulic leaks and hydraulic oil level (inspect all visible hoses)								
	Adjustment	Visual Insp.	Operation					
4. Check brake adjustment & condition of spring brake cans/air lines and operation								
	Tires	Lug Nuts						
5. Tires checked and lug nuts tight								
	Head Rubbers	Springs	Bleeder Cable					
6. Head Rubbers, Springs, Bleeder Cable								
	Pump	Fittings						
7. Water System (is the system working well and are all fittings present)								
	Working Lights	Headlights	Beacon	GB Lights	Turn Signals	Horn	Wipers	Back-up Alarm
8. Lights, Horn, Wipers, Back-up Alarm								
	Visual Inspection	Operation						
9. Steering								
	Right Broom	Left Broom	U-Joints	Springs				
10. Gutter Brooms								
	Hopper Door	Inspection Doors						
11. Seals								

DATE:
MECHANIC'S SIGNATURE

CleanStreet
Cleaning Your Environment

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

SUBCONTRACTORS



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

CleanStreet
Cleaning Your Environment

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

NOT TRANSFERABLE

City of Gardena

BUSINESS LICENSE CERTIFICATE

POST IN CONSPICUOUS PLACE AT BUSINESS LOCATION

ACCOUNT NUMBER

9023

DATE PAID

3/4/2015

RATE CODE

62

Business License does not permit business otherwise prohibited. The payment of a business license fee required by the provisions of the Gardena Municipal Code, and its acceptance by the city and the issuance of a business license to any person shall not entitle the holder thereof to carry on any business unless he has complied with all the requirements of said code and all other applicable laws, nor to carry on any business in any building or on any premises designated in such business license in the event such building or premises are situated in a zone, or locally in which the conduct of such business is a violation of any law. This license is issued without verification that the licensee is subject to or exempt from licensing by the State of California

BUSINESS LOCATION IN GARDENA

1937 W 169TH ST

OWNER FIRM OR CORPORATION NAME

CLEANSTREET INC

BUSINESS NAME

CLEAN STREET INC

MAILING ADDRESS

1937 W 169TH ST

CITY AND STATE

GARDENA, CA 90247-5253

EXPIRATION DATE

12/31/2015

190409

TEAR HERE

KEEP FOR YOUR RECORDS

BUSINESS TAX RECEIPT

ACCT. NO. 9023

DATE PAID 3/4/2015

BUSINESS TAX

510A	$102.59
VETG	$4.00
SB1186	$1.00
TOTAL	$107.59

TAXES PAID IN ACCORDANCE WITH CITY BUSINESS TAX ORDINANCE

CITY OF GARDENA

INSURANCE



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

CleanStreet
Cleaning Your Environment

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

FORM LW-9

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.
1. TRACKING HOURS WORKED 1.1. How does the Proposer track employee hours actually worked? 1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? 1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	1.1 Employee hours are tracked via a computer database, via magnetic badge to swipe in and out, via a computerized phone-in time system called ECONZ. On premises, employees use a magnetic badge to swipe in and out, while out of the area, employees report start, stop, job switches via cell phone by calling in directly to the computerized database. On-site employees or those who must report to the main yard to retrieve their vehicle, start their shift as soon as they arrive on the premises. Out-of-area employees' shift starts when they retrieve their company vehicle from either a city yard or rented parking lot. 1.2 We have a combination of on-site and out-of-area employees. Their shift starts where ever they have to retrieve their company vehicle; our main yard, a city yard, or rented parking lot. 1.3 The employees shift starts once they arrive at the central site.

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

DAILY Time Card Report (WITH NOTES)

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

Department: 000200

Department	Last Name	First Name	Employee
000200	[redacted]	[redacted]	*2Q1033982*

	Date In	Time In - Out	Hours	Earnings Code	Worked Department	Worked Jobs	Worked Work Order	Worked Vehicle Number
Pay Date: 03/23/2015								
P	Mon 03/23/2015	04:58 AM - 10:42 AM	5.73	LP	000200	LA CO. WHITTIER	269 LA CO. WHITTIER	681
P	Mon 03/23/2015	11:12 AM - 02:15 PM	3.05		000200	LA CO. WHITTIER	269 LA CO. WHITTIER	681
		Totals	Hours		Rate	Dollars		
		OVTIME	0.78		$31.5000	$24.68		
		REGULAR	8.00		$21.0000	$168.00		
Pay Date: 03/24/2015								
P	Tue 03/24/2015	04:55 AM - 11:09 AM	6.23	LP	000200	LA CO. WHITTIER	269 LA CO. WHITTIER	681
P	Tue 03/24/2015	11:38 AM - 01:56 PM	2.30		000200	LA CO. WHITTIER	269 LA CO. WHITTIER	681
		Totals	Hours		Rate	Dollars		
		OVTIME	0.53		$31.5000	$16.80		
		REGULAR	8.00		$21.0000	$168.00		
Pay Date: 03/25/2015								
P	Wed 03/25/2015	04:51 AM - 11:42 AM	6.85	LP	000200	LA CO. WHITTIER	269 LA CO. WHITTIER	681
P	Wed 03/25/2015	12:13 PM - 01:45 PM	1.53		000200	LA CO. WHITTIER	269 LA CO. WHITTIER	681
		Totals	Hours		Rate	Dollars		
		OVTIME	0.38		$31.5000	$12.08		
		REGULAR	8.00		$21.0000	$168.00		
Pay Date: 03/26/2015								
P	Thu 03/26/2015	04:54 AM - 10:02 AM	5.13	LP	000200	LA CO. WHITTIER	269 LA CO. WHITTIER	681
P	Thu 03/26/2015	10:32 AM - 02:12 PM	3.67		000200	LA CO. WHITTIER	269 LA CO. WHITTIER	681
		Totals	Hours		Rate	Dollars		
		OVTIME	0.80		$31.5000	$25.20		
		REGULAR	8.00		$21.0000	$168.00		
Pay Date: 03/27/2015								
P	Fri 03/27/2015	05:21 AM - 11:32 AM	6.18	LP	000200	LA CO. WHITTIER	269 LA CO. WHITTIER	681

DAILY Time Card Report (WITH NOTES)

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

Department: 000200

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

DAILY Time Card Report (WITH NOTES)

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

Department: 000200

Department	Last Name	First Name	Employee
000200	[redacted]	[redacted]	*2Q1033982*

Totals	Hours	Rate	Dollars
OVTIME	0.93	$31.5000	$29.40
REGULAR	8.00	$21.0000	$168.00

Pay Date: 04/03/2015

	Date In	Time In - Out	Hours	Earnings Code	Worked Department	Worked Jobs	Worked Work Order	Worked Vehicle Number
P	Fri 04/03/2015	05:25 AM - 11:26 AM LP	6.02		000200	LA CO. WHITTIER	269 LA CO. WHITTIER 681	
P	Fri 04/03/2015	11:57 AM - 02:47 PM	2.83		000200	LA CO. WHITTIER	269 LA CO. WHITTIER 681	

Totals	Hours	Rate	Dollars
OVTIME	0.85	$31.5000	$26.78
REGULAR	8.00	$21.0000	$168.00

Payroll Summary

Earnings Code	Hours	Dollars
OVTIME-Overtime	7.10	$223.65
REGULAR-Regular	80.00	$1,680.00
Total for 2Q1033982 : 000200	87.10	$1,903.65
Grand Total	87.10	$1,903.65

Total for 000200 87.09

DAILY Time Card Report (WITH NOTES)

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

Department: 000200

Department	Last Name	First Name	Employee				
Date In	Time In - Out	Hours	Earnings Code	Worked Department	Worked Jobs	Worked Work Order	Worked Vehicle Number
	Grand Total	87.09					

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

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. **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).**	6.1 We input the information into a payroll program, transmit it over the Internet to a check processing system, and receive the checks the next day. 6.2 Employees receive automated checks. 6.3 We do not split straight time and overtime into two separate payments, however, when dealing with employees who have worked on more than one prevailing wage job, we may separate information into two or more checks to overcome the program. Since we breakup the actual prevailing wage rate into its different parts, employee checks show the total number of regular and overtime hours, tax deductions and any other deductions that were taken out. 6.4 Withholdings for Federal Taxes, SDI, Medicare, State Taxes, any and all deductions, hours paid broken down into Regular, Overtime, Double-time, etc. 6.5 Please see attached.

CO.	FILE	DEPT.	CLOCK	NUMBER	
2Q1	033982	000200	1004	0004880935	1

009-0001

Earnings Statement

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

Period Beginning: 03/23/2015
Period Ending: 04/05/2015
Pay Date: 04/10/2015

[redacted]

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 1
CA: 1

Earnings	rate	hours	this period	year to date
Regular	21.0000	80.00	1,680.00	13,054.44
Overtime	31.5000	7.10	223.65	2,364.42
Cert Pr Ot				66.32
Holiday				336.00
Vacation				168.00
Gross Pay			**$1,903.65**	15,989.18

Deductions	Statutory		
	Federal Income Tax	-163.26	1,436.86
	Social Security Tax	-115.73	975.27
	Medicare Tax	-27.07	228.09
	CA State Income Tax	-30.66	283.68
	CA SUI/SDI Tax	-16.80	141.57
	Other		
	Medical Aetna	-37.00*	259.00
	401(K)	-57.11*	381.92
	Net Pay	**$1,456.02**	
	Saving 1	-100.00	
	Net Check	**$1,356.02**	

Other Benefits and Information	this period	total to date
Er Medical Cont		2.33
Er Pen		16.89
Er Training		1.51

Deposits	
Account No.	xxxx3092
Transit/ABA	xxxx xxxx
Amount	$100.00

*** Excluded from federal taxable wages**

Your federal taxable wages this period are $1,809.54

© 2000 ADP, LLC

2Q1 90-4182/1211

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

Payroll check number: 0004880935
Pay date: 04/10/2015

Pay to the order of: [redacted]

This amount: **ONE THOUSAND THREE HUNDRED FIFTY SIX AND 02/100 DOLLARS** **$1356.02**

ISSUED BY ADP PAYROLL SERVICES, INC. ASSISTANCE WITH VERIFICATION AVAILABLE AT 877-423-7243

VOID NON-NEGOTIABLE VOID NON-NEGOTIABLE
VOID AFTER 180 DAYS

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

ADP AUTHORIZED SIGNATURE

⑈0488093 5⑈ ⑆121141822⑆ 73130069 22⑈

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 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. 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?	7.1 Manual checks are processed through our same payroll system for any necessary adjustments that may need to be made to a paycheck. 7.2 Multiple wage rates usually have a different job code, so any regular, overtime, and double-time rates in those codes would be manually overridden.
8. AUTOMATED PAYROLL SYSTEM 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. 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? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	8.1 A printout is generated from the timekeeping system showing the name of each employee and breaking down the total number of regular, overtime, and double-time hours worked within a particular job number. Payroll information is input in this manner to help provide job costing information.. When employees have multiple wage rates, they are usually tied to a particular job number that either has the rates preprogrammed, or a note of the rate amount to overwrite with. 8.2 Multiple wage rates usually have a different job code, so any regular, overtime, and double-time rates in those codes would be manually overridden. 8.3 Combination of preprogrammed and manual overrides.

FORM LW-9

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: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	9.1 Employees are paid their hourly wage for travel time. 9.2 Travel time is paid at the employee's hourly rate. 9.3a Wages would be determined by Job Number and Work Order Number. Each Job Number and Work Order Number has a specific code and if any jobs/work orders require a certain wage rate, entering those codes would activate the specific wage rates. 9.3b The employee would be paid by his/her rate unless the Job Number and Work Order mandate a specific rate. If there is a specific rate required, the employee's regular hourly rate would be overridden.
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 daily after 8 hours and then weekly after 40 hours. Double-time is calculated after 12 hours. 10.2 Multiple wage rates usually have a different job code, so any regular, overtime and double-time rates in those codes would be manually overridden.

Print Name:	Company:
Rick Anderson	CleanStreet
Signature: R. Anderson	Date: April 13, 2015

FORM PW-1

VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: April 13 , 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: Statement of Qualifications for Street Sweeping Services (2015-SQPA004)

DECLARANT INFORMATION

3. Name Of declarant: Rick Anderson

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: Corporate Secretary

PROPOSER INFORMATION

6. Proposer's full legal name: Richard Wallace Anderson		Telephone No.: 800.225.7316 x108
Physical Address (NO P.O. BOX): 1937 W. 169th Street, Gardena, CA 90247		Mobile No.: 310.740.1601
e-mail: randerson@cleanstreet.com		Fax No.: 310.538.8015
County WebVen No.: 503745-02	IRS No.: 95-4147708	Business License No.: 9023

7. Proposer's fictitious business name(s) or dba(s) (if any):

County(s) of Registration:	State:	Year(s) became DBA:

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor	Name of Proprietor:	
☒ A corporation:	Corporation's principal place of business: 1937 W. 169th Street, Gardena, CA 90247	
	State of incorporation: California	Year incorporated: 2003
☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:	
	Secretary:	
☐ A general partnership:	Names of partners:	
☐ A limited partnership:	Name of general partner:	
☐ A joint venture of:	Names of joint venturers:	
☐ 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) Jere Costello	Title President	Phone 800.225.7316 x103	Fax 310.538.8015
Street 1937 W. 169th Street	City Gardena	State California	Zip 90247
Name(s) Rick Anderson	Title Secretary	Phone 800.225.7316 x108	Fax 310.538.8015
Street 1937 W. 169th Street	City Gardena	State California	Zip 90247

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☒ No ☐ 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? ☒ No ☐ 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? ☒ No ☐ 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: R. Anderson | Date: April 13, 2015

Type name and title: Rick Anderson, Secretary

FORM PW-3

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: CleanStreet		
Company Address: 1937 W. 169th Street		
City: Gardena	State: CA	Zip Code: 90247
Telephone Number: 800.225.7316 x103		
(Type of Goods or Services): Statement of Qualifications for Street Sweeping Services (2015-SPQA004)		

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:	Title:
Rick Anderson	Secretary
Signature: R. Anderson	Date: April 13, 2015

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Statement of Qualifications for Street Sweeping Services (2015-SQPA004)
SERVICE BY PROPOSER CleanStreet
PROPOSAL DATE: April 15, 2015

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	65	65	63	65	64	322	66
2. Total dollar amount of Contracts (in thousands of dollars).	16.5 million	15.6 million	15.1 million	15.6 million	15.2 million	78 million	16.0 million
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	2	1	1	0	1	5	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	90	77	1	0	148	316	0

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

Rick Anderson
Name of Proposer or Authorized Agent (print)

R. Anderson
Signature

April 13, 2015
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Rick Anderson

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

of CleanStreet

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 April 13, 2015

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name CleanStreet
Address 1937 W. 169th Street, Gardena, CA 90247
Internal Revenue Service Employer Identification Number 95-4147708

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

Proposer CleanStreet	
Authorized representative Rick Anderson	
Signature R. Anderson	Date April 13, 2015

LIST OF SUBCONTRACTORS

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

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

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

FORM PW-9

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: CleanStreet
My County (WebVen) Vendor Number: 503745-02

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.

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 129					
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					3	
Hispanic/Latino			2		103	8
Asian or Pacific Islander					2	
American Indian						
Filipino						
White	1		2	1	7	

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

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

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

Agency Name	Minority	Women	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:	Title:	Date:
R. Anderson	Secretary	April 13, 2015

FORM PW-10

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.

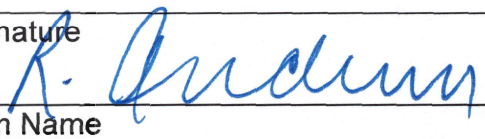
_____ YES (subject to verification by County) __X__ NO

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.

__X__ YES _____ NO _____ N/A (Program not available)

Signature 	Title Secretary
Firm Name CleanStreet	Date April 13, 2015

FORM PW-11

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: CleanStreet	Date of Request:
Project Title: Statement of Qualifications for Street Sweeping Services	Project No. SQPA004

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)*

N/A

- ☐ 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.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

Date Response sent to Proposer:_____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

CleanStreet
Company Name

1937 W. 169th Street, Gardena, CA 90247
Address

95-4147708
Internal Revenue Service Employer Identification Number

N/A

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

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements 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 or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	( )
OR	**YES**	**NO**
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

R. Anderson
Signature

April 13, 2015
Date

Rick Anderson, Secretary
Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: CleanStreet		
COMPANY ADDRESS: 1937 W. 169th Street		
CITY: Gardena	STATE: CA	ZIP CODE: 90247

☒ 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: Rick Anderson	TITLE: Secretary
SIGNATURE: R. Anderson	DATE: April 13, 2015

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: CleanStreet

☒ **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 R. Anderson **DATE:** April 13, 2015

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: CleanStreet

☒ 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):

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):

Signature of Proposer: R. Anderson **Date:** April 13, 2015

FORM PW-16

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

STREET SWEEPING SERVICES (2015-SQPA004)

CleanStreet
Proposer's Name

1937 W. 169th Street, Gardena, CA 90247
Address

☒ **If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this RFSQ, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.**

☐ **If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer <u>will not</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this RFSQ, and Proposer <u>will not</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.**

Signature of Proposer: _____ Date: April 13, 2015

FORM PW-17

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: Rick Anderson	Title: Secretary
Signature: R. Anderson	Date: April 13, 2015

FORM PW-18

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: CleanStreet	County Webven No. 503745-02
Print Authorized Name: Rick Anderson	Title: Secretary
Authorized Signature: R. Anderson	Date: April 13, 2015

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-19

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*
Rick Anderson	09/1989 04/2015	Supervising and managing Street Sweeping Contracts	7

☐ 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 R. Anderson	Title Secretary
Firm Name CleanStreet	Date April 13, 2015

FORM PW-20

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

PROPOSER'S NAME: CleanStreet
ADDRESS: 1937 W. 169th Street, Gardena, CA 90247
TELEPHONE: 800.225.7316

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

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

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION Check one	
								DEDICATED	PRIMARY BACKUP
Street Sweeper	Tymco	600	2009	1FVACXDT19HAH1587	Excellent	Operational	Gardena	X	
Street Sweeper	Tymco	600	2009	1FVACXCT19HAH1590	Excellent	Operational	Gardena	X	
Street Sweeper	Tymco	600	2009	1FVACXDT59HAH1589	Excellent	Operational	Gardena	X	
Street Sweeper	Tymco	600	2009	1FVACXDT39HAH1588	Excellent	Operational	Gardena	X	
Street Sweeper	Tymco	600	2009	1FVACXDT59HAK0582	Excellent	Operational	Gardena	X	
Street Sweeper	Tymco	600	2009	1FVACXDT79HAG3042	Excellent	Operational	Gardena	X	
Street Sweeper	Tymco	600	2009	1FVACSCT09HAG3044	Excellent	Operational	Gardena	X	
Street Sweeper	Tymco	600	2009	1FVACXDT39HAH1591	Excellent	Operational	Gardena	X	
Street Sweeper	Tymco	600	2009	1FVACSCT79HAK0583	Excellent	Operational	Gardena	X	
Street Sweeper	Tymco	600	2009	1FVACSCT69HAK0588	Excellent	Operational	Gardena	X	
Street Sweeper	Tymco	600	2014	1FVAC4DX2EHFZ6285	Excellent	Operational	Gardena	X	
Street Sweeper	Tymco	600	2014	1FVAC4DX4EHFZ6286	Excellent	Operational	Gardena	X	
Street Sweeper	Tymco	600	2014	1FVAC4DX6EHFZ6287	Excellent	Operational	Gardena	X	
Street Sweeper	Tymco	600	2007	1FVAB6BV47DX20161	Good	Operational	Gardena		X

FORM PW-20

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

PROPOSER'S NAME: CleanStreet
ADDRESS: 1937 W. 169th Street, Gardena, CA 90247
TELEPHONE: 800.225.7316

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

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

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION Check one	
								DEDICATED	PRIMARY BACKUP
Street Sweeper	Tymco	600	2007	1FVAB6BV07DX20190	Good	Operational	Gardena		X
Street Sweeper	Tymco	600	2007	1FVAB6BV87DY06637	Good	Operational	Gardena		X
Street Sweeper	Tymco	600	2007	1FVAB6BV77DY06659	Good	Operational	Gardena		X
Street Sweeper	Tymco	600	2007	1FVAB6BV37DY06660	Good	Operational	Gardena		X

FORM LW-3

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):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: CleanStreet	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: R. Anderson	DATE: April 13, 2015
PLEASE PRINT NAME: Rick Anderson	TITLE OR POSITION: Secretary

FORM LW-4

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.

R. Anderson
Owner's/Agent's Authorized Signature

Rick Anderson, Secretary
Print Name and Title

CleanStreet
Print Name of Firm

April 13, 2015
Date

FORM LW-5

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.

N/A

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:

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:**
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

FORM LW-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: CleanStreet

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

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

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

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

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

Under this health plan, a full time employee:

☒ **Becomes eligible for health insurance coverage after** 90 **days of employment.**

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

OTHER BENEFITS:

A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 **DAYS.**

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

FORM LW-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: CleanStreet

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

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

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

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

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

Under this health plan, a full time employee:

☒ **Becomes eligible for health insurance coverage after** 90 **days of employment.**

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

OTHER BENEFITS:

A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 **DAYS.**

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

FORM PW-3

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

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

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:	Title:
Signature:	Date:

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CON
SERVICE BY PRO
PROPOSAL DATE

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

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

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

Name of Proposer or Authorized Agent (print) Signature Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

CleanStreet will NOT be using Subcontractors of any kind.	**Statement of Qualifications for Street Sweeping 2015-SQPA004**

❑ President, Secretary, or other proper title) _____

of _____
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 _____

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

CleanStreet will NOT be using Subcontractors of any kind.	**Statement of Qualifications for Street Sweeping 2015-SQPA004**

Address
Internal Revenue Service Employer Identification Number

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.	❑ YES ❑ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	❑ YES ❑ NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	❑ YES ❑ NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	❑ YES ❑ NO

Proposer	
Authorized representative	
Signature	Date

FORM PW-9

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

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

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.

Business Structure:	❑ Sole Proprietorship	❑ Partnership	❑ Corporation	❑ Nonprofit	❑ Franchise
❑ Other (Please Specify):					
Total Number of Employees (including owners)**:**					
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						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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	%	%	%	%	%	%
Women	%	%	%	%	%	%

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

Agency Name	**Minority**	**Women**	**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:	**Title:**	**Date:**

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

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
Firm Name	Date

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

CleanStreet will NOT be using Subcontractors of any kind.	**Statement of Qualifications for Street Sweeping 2015-SQPA004**

Address

Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to 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 or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )

OR	**YES**	**NO**
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Signature

Date

Name and Title (please type or print)

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

~~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.

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

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:

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.

FORM LW-3

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

CleanStreet will NOT be using Subcontractors of any kind.	**Statement of Qualifications for Street Sweeping 2015-SQPA004**

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

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

☐ 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):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME:	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE:	DATE:
PLEASE PRINT NAME:	TITLE OR POSITION:

FORM LW-4

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

CleanStreet will NOT be using Subcontractors of any kind.	**Statement of Qualifications for Street Sweeping 2015-SQPA004**

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 | Print Name and Title

_____ _____

Print Name of Firm | Date

FORM LW-5

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

CleanStreet will NOT be using Subcontractors of any kind.	**Statement of Qualifications for Street Sweeping 2015-SQPA004**

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:

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:**
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

FORM LW-9

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

CleanStreet will NOT be using Subcontractors of any kind.

Statement of Qualifications for Street Sweeping 2015-SQPA004

The contracte[illegible]record keeping requirements[illegible]s 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.
1. TRACKING HOURS WORKED 1.1. How does the Proposer track employee hours actually worked? 1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? 1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	

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

FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER PAYROLL 4.1. If records create pay is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	**CleanStreet will NOT be using Subcontractors of any kind.** **Statement of Qualifications for Street Sweeping 2015-SQPA004**
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAY 6.1. Discuss h and how wages are 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	**CleanStreet will NOT be using Subcontractors of any kind.**

FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL 7.1. If the Pro... describe ... payroll tak... source document through the issuance of a check. 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?	**CleanStreet will NOT be using Subcontractors of any kind.** **Statement of Qualifications for Street Sweeping 2015-SQPA004**
8. AUTOMATED PAYROLL SYSTEM 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. 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? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	

FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL T 9.1. How is tr paid? 9.2. At what 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: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	**CleanStreet will NOT be using Subcontractors of any kind.** **Statement of Qualifications for Street Sweeping 2015-SQPA004**
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	

Print Name:	Company:
Signature:	Date:

FORM LW-2

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: N/A			
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):

N/A

_____

_____

_____

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.

FUEL COST ADJUSTMENT



CleanStreet purchases its fuel at market price.

CleanStreet
Cleaning Your Environment

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

ADDITIONAL INFORMATION



There is no additional information we wish to present.

CleanStreet
Cleaning Your Environment

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

BIDDERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION
FOR STREET SWEEPING SERVICES FOR THE WEST WHITTIER AREA

SELECTED FIRMS

	Bidder 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**	**LGBTQQ-Owned Business Enterprise**
1	**SCA of CA, LLC**	NO	NO	NO	NO	NO	NO	NO	NO

FIRM INFORMATION*		SCA of CA, LLC**
BUSINESS STRUCTURE		Limited Liability Corporation
	CULTURAL/ETHNIC COMPOSITION	**NUMBER/% OF OWNERSHIP**
OWNERS/PARTNERS	Black/African American	N/A
	Hispanic/Latino	N/A
	Asian or Pacific Islander	N/A
	Native American	N/A
	Subcontinent Asian	N/A
	White	N/A
	TOTAL	1,900
	Female (included above)	N/A
COUNTY CERTIFICATION		
	CBE	N
	LSBE	N
OTHER CERTIFYING AGENCY		N/A

*Information provided by Bidder(s) in response to the Inviatation for Bids. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.
**A breakdown of the Owners/Partners and their Cultural/Ethnic Composition was not provided for this firm.

Bid Detail Information

Bid Number : PW-ASD944
Bid Title : RFSQ for Street Sweeping Services
Bid Type : Service
Department : Public Works
Commodity : STREET SWEEPING SERVICES
Open Date : 3/19/2015
Closing Date : Continuous
Bid Amount : $ 0
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications (SOQ) for the contract Street Sweeping Services (2015-SQPA004). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when Public Works anticipates the need for street sweeping services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Ms. Angela Cho at (626) 458 4169 or acho@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://dpw.lacounty.gov/asd/contracts.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

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

Once the need to utilize the contractor's services is identified, Public Works will send out a Bid Request to all qualified contractors with a specific work description, price sheets, and additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to the established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

A Proposers' Conference will be held on Tuesday, March 31, 2015, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

Please note that the Qualified Contractors List as determined in this solicitation may be utilized by other County departments and/or special districts of the County for their solicitation needs.

This RFSQ process may take several weeks to process before a Qualified Contractors List is made. Therefore, it is imperative that Proposers return all SOQ material no later than April 14, 2015, at 5:30 p.m.

Proposer's who miss this deadline may not submit proposals until November 2, 2015. SOQ received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works time stamp.

Contact Name : Angela Cho
Contact Phone# : (626) 458-4169
Contact Email : acho@dpw.lacounty.gov
Last Changed On : 3/19/2015 6:57:56 AM

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